



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

February 28, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC HEARING ON PROPOSED SALE OF A PORTION  
OF THE LOS ANGELES COUNTY ARBORETUM PROPERTY  
AND CONVEYANCE OF A NON-EXCLUSIVE EASEMENT  
TO THE METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY  
(FIFTH DISTRICT) (4-VOTES)**

**SUBJECT**

Approve the conveyance of a nonexclusive access easement and sale of surplus Los Angeles County Arboretum real property to the Metro Gold Line Foothill Extension Construction Authority (Metro) for public rail transit improvements. The park property to be acquired by Metro consists, respectively of approximately 4,916 square feet in fee (Fee Parcel) and 5,610 square feet in easement (Easement), collectively "the Property." Both the Fee Parcel and the Easement are within the Los Angeles County Arboretum (Arboretum), located at 301 North Baldwin Avenue in the City of Arcadia, California. The Property is a portion of Assessor's Parcel Number 3256-016-900.

**THEREFORE IT IS RECOMMENDED AFTER CLOSING THIS PUBLIC HEARING  
THAT YOUR BOARD:**

1. Find that the Fee Parcel, as shown on the map and legally described in the Quitclaim Deed, may no longer be classified as park, recreational, or cultural property, is not required for County use, and is surplus to any immediate or foreseeable County need.

*"To Enrich Lives Through Effective And Caring Service"*

**Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only**

2. Find the proposed actions categorically exempt from the California Environmental Quality Act according to Sections 15301 and 15312, and Classes 1 and 12 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the actions consist of the conveyance of an easement and sales of surplus government property at an existing facility.
3. Find the appraised values of \$191,724 and \$109,395, respectively, for the Fee Parcel and Easement comply with the requirements of Public Resources Code Section 5405.
4. Approve the conveyance of the County's right, title, and interest in the Fee Parcel for a purchase price of \$191,724 and the grant of an Easement over the Property for ingress and egress purposes for a purchase price of \$109,395, and instruct the Chairman of the Board to consummate said transactions with Metro Gold Line Foothill Extension Construction Authority by executing the Sale and Purchase Agreement, Quitclaim Deed, and Easement deed.
5. Approve the use of funds received for the Los Angeles County Arboretum in lieu of acquisition of substitute park land pursuant to Public Resources Code Section 5404.
6. Instruct the Auditor-Controller and the Chief Executive Officer to coordinate with the Director of Parks and Recreation to deposit the sales proceeds into the appropriate trust fund pursuant to the Public Park Preservation Act.
7. Authorize the Chief Executive Officer to execute any other documents necessary to complete the sale of the Fee Parcel and the Easement conveyance upon approval as to form by County Counsel.
8. Authorize the Director of Parks and Recreation to execute the License Agreement and accept the donated improvements to be constructed by Metro Gold Line Foothill Extension Construction Authority.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve the sale of surplus County property and the conveyance of a nonexclusive access easement to the Metro Gold Line Foothill Extension Construction Authority (Metro) for the purpose of constructing public rail transit improvements adjacent to the Metro Gold Line Extension in Arcadia.

Metro's Light Rail extension in the San Gabriel Valley will operate by an overhead electrical system powered by Traction Power Substation Sites (TPSS) located throughout the proposed rail alignment. In coordination with the Arboretum, the Los Angeles County Department of Parks and Recreation (Parks), and the City of Arcadia (City), Metro has proposed purchasing the Fee Parcel located at the northeast corner of the Arboretum property, adjacent to Colorado Boulevard and constructing a TPSS at the location, as shown on Attachment 1. The proposed conveyance of the Easement will provide Metro with access over the Property to their TPSS.

In addition to paying the appraised value for the Fee Parcel and the Easement, a License Agreement negotiated by Parks and Metro will obligate Metro to construct improvements with an estimated value of \$61,075 to upgrade fencing and landscaping (Improvements) on a portion of the Arboretum. Metro will be responsible for the cost, design, and construction of the Improvements identified in the License Agreement. In the event the Improvements are not constructed by Metro, Parks will be entitled to receive the \$61,075 before the License's ten-year term expires to fund the Improvements in the License Agreement.

The sale of the Fee Property and conveyance of the Easement will facilitate the construction of the transit rail project and meet the County's goal of providing transportation services to the public in the San Gabriel Valley.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Community and Municipal Services (Goal 3) directs the County to ensure quality public works infrastructure services for County residents and deliver customer oriented municipal services to the County's diverse unincorporated communities. Selling surplus County property and conveying an easement to allow for the construction of a public transit project is consistent with this goal.

### **FISCAL IMPACT/FINANCING**

The combined sales price for both the Fee Parcel and the Easement totals \$301,119 and represents the fair market value established by an independent appraiser for the parcels and substantiated through a review of the appraisal report by the Chief Executive Office (CEO) staff appraiser. The proceeds from this sale will go towards improving the Arboretum in accordance with the Public Park Preservation Act.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The conveyance of the County Parcel and Easement to Metro is authorized by Section 25365 of the California Government Code, which authorizes real property transfers to other government agencies. Notification of your Board's intended action has been published in compliance with Governmental Code Section 6061. Notice was also given to Parks of the proposed sale and conveyance as required by Government Code Section 54222.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the County's Department of Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided. Notice of the public hearing has been posted at the Los Angeles County Arboretum for forty-five (45) days as required by Public Resources Code Section 5406.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Of the responses received, none notified the County of any intent to purchase or lease the Property.

County Counsel has reviewed the Quitclaim Deed (Attachment 2), Easement Deed (Attachment 3), License Agreement (Attachment 4), and Sale and Purchase Agreement (Attachment 5) related to the proposed sale and conveyance and has approved them as to form.

## **ENVIRONMENTAL DOCUMENTATION**

The CEO has concluded that the proposed actions are categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15301 and 15312 of the State CEQA Guidelines, and Classes 1 and 12 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the actions consist of the conveyance of an easement and sales of surplus government property at an existing facility.

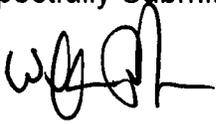
## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Parks has indicated the proposed conveyance of property interests will have minimal impact to the Arboretum operations because the property is presently used for storage. Staff from Parks will monitor the construction of the Improvements and ensure that the terms of the License Agreement are satisfied.

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Sale and Purchase Agreement, a Quitclaim Deed for the Fee Parcel, an Easement Deed, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully Submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:RLR  
CMM:RH:kb

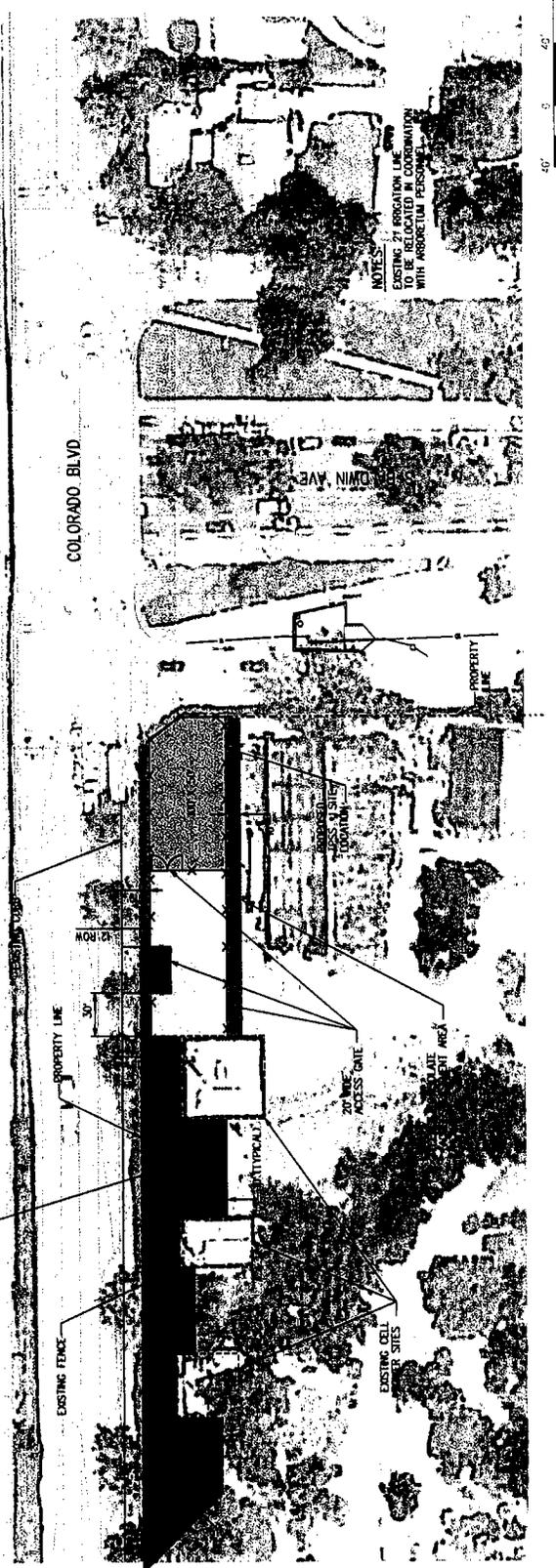
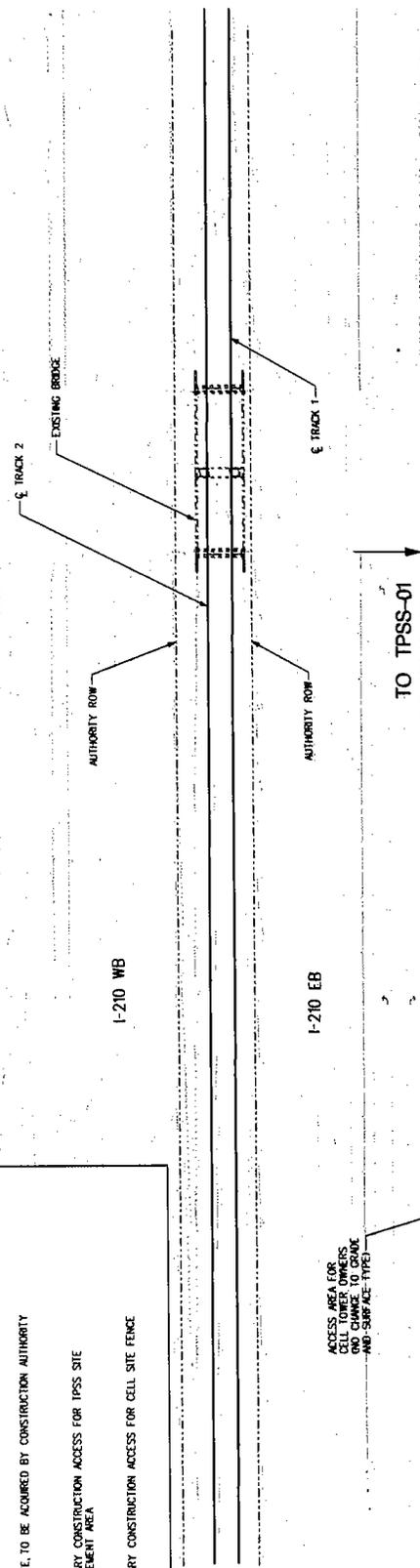
Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Parks and Recreation  
Regional Planning

# **Attachment 1**



- NON-EXCLUSIVE ACCESS EASEMENT AREA TO CELL TOWER OWNERS AND CONSTRUCTION AUTHORITY (SURFACE TYPE TO REMAIN)
- NON-EXCLUSIVE ACCESS EASEMENT AREA TO CELL TOWER OWNERS AND CONSTRUCTION AUTHORITY (CONCRETE DRIVEWAY)
- TPSS SITE, TO BE ACQUIRED BY CONSTRUCTION AUTHORITY
- TEMPORARY CONSTRUCTION ACCESS FOR TPSS SITE AND EASEMENT AREA
- TEMPORARY CONSTRUCTION ACCESS FOR CELL SITE FENCE



NOTES:  
 EXISTING 2" IRRIGATION LINE TO BE RELOCATED PERMANENTLY WITH APPLICABLE PERSONNEL.



GOLD LINE FOOTHILL EXTENSION  
 TPSS #1  
 SITE LOCATION

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY  
 GOLD LINE FOOTHILL EXTENSION PHASE 2A



REV	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

PROJECT NO: TPSS-01-LACO  
 SHEET NO: B

# **Attachment 2**

RECORDING REQUESTED BY: .  
County of Los Angeles .  
AND MAIL TO: .  
Metro Gold Line Foothill Extension .  
Construction Authority .  
406 E. Huntington Drive, Suite 202 .  
Monrovia, CA 91016 .  
Attention: Jerry Sims .

\_\_\_\_\_  
Space above this line for Recorder's use \_\_\_\_\_

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 5776-035-903 (portion)

## QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

**Metro Gold Line Foothill Extension Construction Authority, a public body, corporate and politic** ("Buyer")

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the City of Arcadia, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and Exhibit B which are incorporated herein by reference as though set forth in full.

**SUBJECT TO AND BUYER TO ASSUME:**

- a. All taxes, interest, penalties, and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The condition that Buyer will cause to be constructed the improvements required by Seller in accordance with the License Agreement issued by the County of Los Angeles Department of Parks and Recreation on \_\_\_\_\_, 2012 and the Sale and Purchase Agreement executed by the Board of Supervisors on \_\_\_\_\_, 2012. If any of the improvements have not been completed by Buyer and approved in writing by the Los Angeles County Department of Parks and Recreation within five (5) years from the commencement date of said License Agreement, Seller shall have the right to reimbursement of the full estimated amount of the cost of the improvements as stated in the Sale and Purchase Agreement.
- d. In the event Buyer no longer requires use of the Property, Seller shall have the right of first refusal to purchase the Property at the fair market value, to be jointly determined by Buyer and Seller.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_  
Zev Yaroslavsky  
Chairman, Board of Supervisors

STATE OF CALIFORNIA) )  
 ) ss.  
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the facsimile signature of \_\_\_\_\_, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_

Approved as to Form:  
JOHN F. KRATTLI  
ACTING COUNTY COUNSEL

  
\_\_\_\_\_  
Amy M. Caves  
Senior Deputy

**EXHIBIT 'A'**

**TPSS #1 SITE**

THAT PORTION OF LOT 1 OF TRACT NO. 949, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CITY OF ARCADIA, RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2607 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 45°30'07" EAST ALONG THE WESTERLY LINE OF ABOVE MENTIONED PARCEL 9.90 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 45°30'07" EAST 18.38 FEET; THENCE SOUTH 0°30'07" EAST 37.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 57.00 FEET FROM THE NORTHERLY LINE OF THE PARCEL LAND DESCRIBED IN THE DEED RECORDED FEBRUARY 23, 1989 AS INSTRUMENT NO. 89-290559 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE LEAVING SAID WESTERLY LINE SOUTH 89°29'55" WEST ALONG SAID PARALLEL LINE 100.00 FEET; THENCE NORTH 0°30'05" WEST 50.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 7.00 FEET FROM THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN INSTRUMENT NO. 89-290559; THENCE NORTH 89°29'55" EAST ALONG SAID PARALLEL LINE 87.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 4,916 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY DIRECTION

  
\_\_\_\_\_  
GLENN E. CULVER  
L.S. NO. 5420  
EXPIRATION DATE 09/30/12



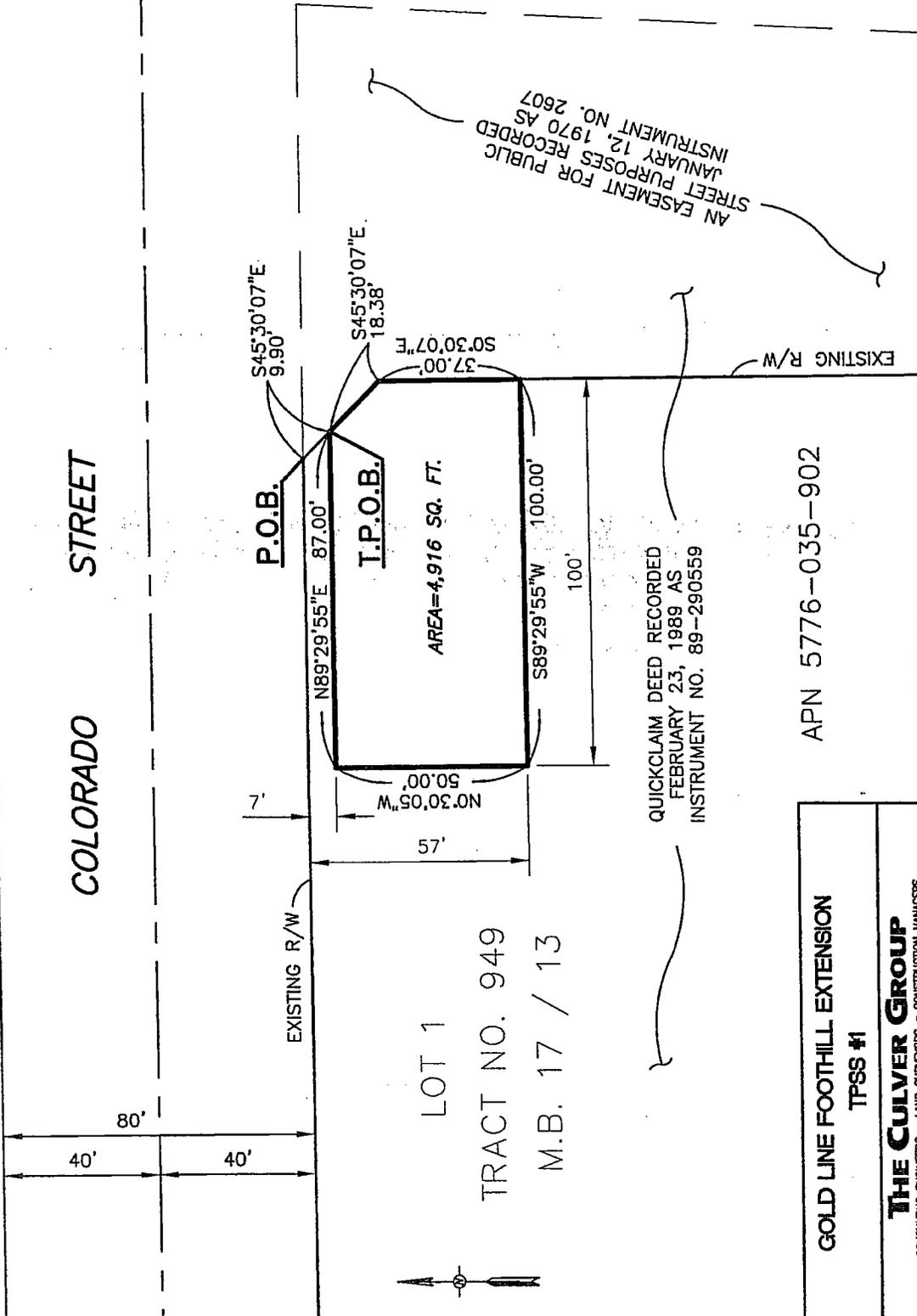
10/12/2010  
DATE

**EXHIBIT 'B'**

IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

**COLORADO STREET**

**BALDWIN AVENUE**



APN 5776-035-902

BASIS OF BEARINGS:  
THE BEARING NORTH 89°29'55" EAST OF THE CENTERLINE OF COLORADO STREET AS SHOWN ON TRACT NO. 11215 RECORDED IN BOOK 198 PAGES 28 THROUGH 30 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS.

<b>GOLD LINE FOOTHILL EXTENSION</b>	
<b>TPSS #1</b>	
<b>THE CULVER GROUP</b> CONSULTING ENGINEERS • LAND SURVEYORS • CONSTRUCTION MANAGERS 14841 York Street, Suite 100, TUSTIN, CA 92680 714/288-7330 Fax 714/288-7331	
DESIGNED BY: <u>KT</u>	JOB NO.: <u>1H10101</u>
CHECKED BY: <u>GC</u>	BY: <u>GLENN E. CULVER</u>
DATE: <u>9/09/10</u>	SHEET <u>1</u> OF <u>1</u>
SCALE: <u>1" = 40'</u>	LS NO. 5420 EXP. 09/30/10

# **Attachment 3**

RECORDING REQUESTED BY: .  
County of Los Angeles .  
AND MAIL TO: .  
Metro Gold Line Foothill Extension .  
Construction Authority .  
406 E. Huntington Drive, Suite 202 .  
Monrovia, CA 91016 .  
Attention: Jerry Sims .

\_\_\_\_\_  
Space above this line for Recorder's use \_\_\_\_\_

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ASSESSOR'S PARCEL NUMBER: 5776-035-902 (portion)

## ACCESS EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES** ("Grantor and/ or County") does hereby grant to the Metro Gold Line Foothill Extension Construction Authority ("Buyer" or "Authority"), a public body, corporate and politic ("Grantee") this non-exclusive easement ("Easement") outlining the obligations of the Grantee to maintain the easement, together with the right to construct, operate and use the Easement for ingress and egress and temporary parking purposes, and no other purposes, in and across the real property in the City of Arcadia, County of Los Angeles, State of California, legally described in Exhibit A (the "Property") and depicted in Exhibit B. Exhibit A and Exhibit B are incorporated herein by this reference. Construction shall include the following "Improvements:" grading, surface improvements, fencing, gates, driveway, landscaping and irrigation, as necessary.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this Easement agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. It is expressly understood that the Grantor will not be called upon to repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement and that Grantee, upon completion of the initial installation and any subsequent repair to or replacement of the Improvements, shall be solely responsible for repairing, reconstructing, and restoring the existing driveway and landscaped areas in a manner satisfactory to Grantor.
- c. Grantee agrees that it will indemnify and hold harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement. Grantee shall not be obligated to indemnify Grantor for any liability and expense arising from the active negligence of Grantor.
- d. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- e. Grantee acknowledges that no surface rights are herein created except the right to temporarily park and to ingress and egress in, on, over and across the Property to be improved by Grantee

- for the initial installation, periodic use, maintenance, repair, and/ or replacement of the Improvements installed on the Property. In no event shall Grantee construct or place obstructions or impede Grantor's access to the Property.
- f. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted, provided that said purposes do not interfere with or limit Grantee's ability to construct, maintain, and/or repair the Improvements.
  - g. The express condition that if said Improvements are not constructed on the Property within five years of the execution of this Easement by Grantor, or if said Improvements are not constructed in a manner satisfactory to Grantor, this Easement shall automatically terminate whereupon Grantee shall immediately provide Grantor with a quitclaim deed relinquishing its rights in this Access Easement, and Grantee shall be financially responsible for removing the Improvements and restoring the Property to a condition satisfactory to Grantor.
  - h. In the event Grantee no longer requires access or temporary parking over the Easement area, this Easement shall automatically terminate, without the necessity for Grantor to take any further action. Thereafter, Grantee shall have no further rights pursuant to this Easement and Grantee shall be financially responsible for removing the Improvements and restoring the Property to a condition satisfactory to Grantor.
  - i. Grantor expressly understands and agrees that upon the completion of Phase 2A of the Metro Gold Line Foothill Extension light rail project ("Project"), Grantee will assign all of its rights and obligations under the terms of this Easement to the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

Pursuant to Chapter 2.08.162 of the Los Angeles County Code, this Easement has been executed on behalf of Grantor by the Chairman of the County of Los Angeles on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF LOS ANGELES**

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the Board  
of Supervisors

By: \_\_\_\_\_  
Zev Yaroslavsky  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to Form:  
JOHN F. KRATTLI  
ACTING COUNTY COUNSEL

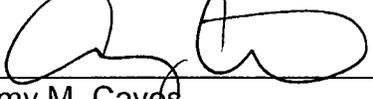
  
\_\_\_\_\_  
Amy M. Caves  
Senior Deputy

EXHIBIT 'A'

TPSS #1 NON EXCLUSIVE EASEMENT

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BEGINNING AT NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CITY OF ARCADIA, RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2607 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED RECORDED FEBRUARY 23, 1989 AS INSTRUMENT NO. 89-290559 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF COLORADO STREET, 80 FEET WIDE, SOUTH 89°29'55" WEST 130.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 0°30'05" EAST 7.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 7.00 FEET FROM SAID SOUTHERLY LINE; THENCE NORTH 89°29'55" EAST ALONG SAID PARALLEL LINE 50.00 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 0°30'05" EAST 50.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 57.00 FEET FROM SAID SOUTHERLY LINE OF COLORADO STREET; THENCE SOUTH 89°29'55" WEST ALONG SAID PARALLEL LINE 108.00 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 0°30'05" WEST 50.00 FEET TO SAID SOUTHERLY 7.00 FEET PARALLEL LINE; THENCE NORTH 89°29'55" EAST ALONG SAID PARALLEL LINE 28.00 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 0°30'05" WEST 7.00 FEET TO SAID SOUTHERLY LINE OF COLORADO STREET; THENCE NORTH 89°29'55" EAST ALONG SAID SOUTHERLY LINE 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 5,610 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY DIRECTION

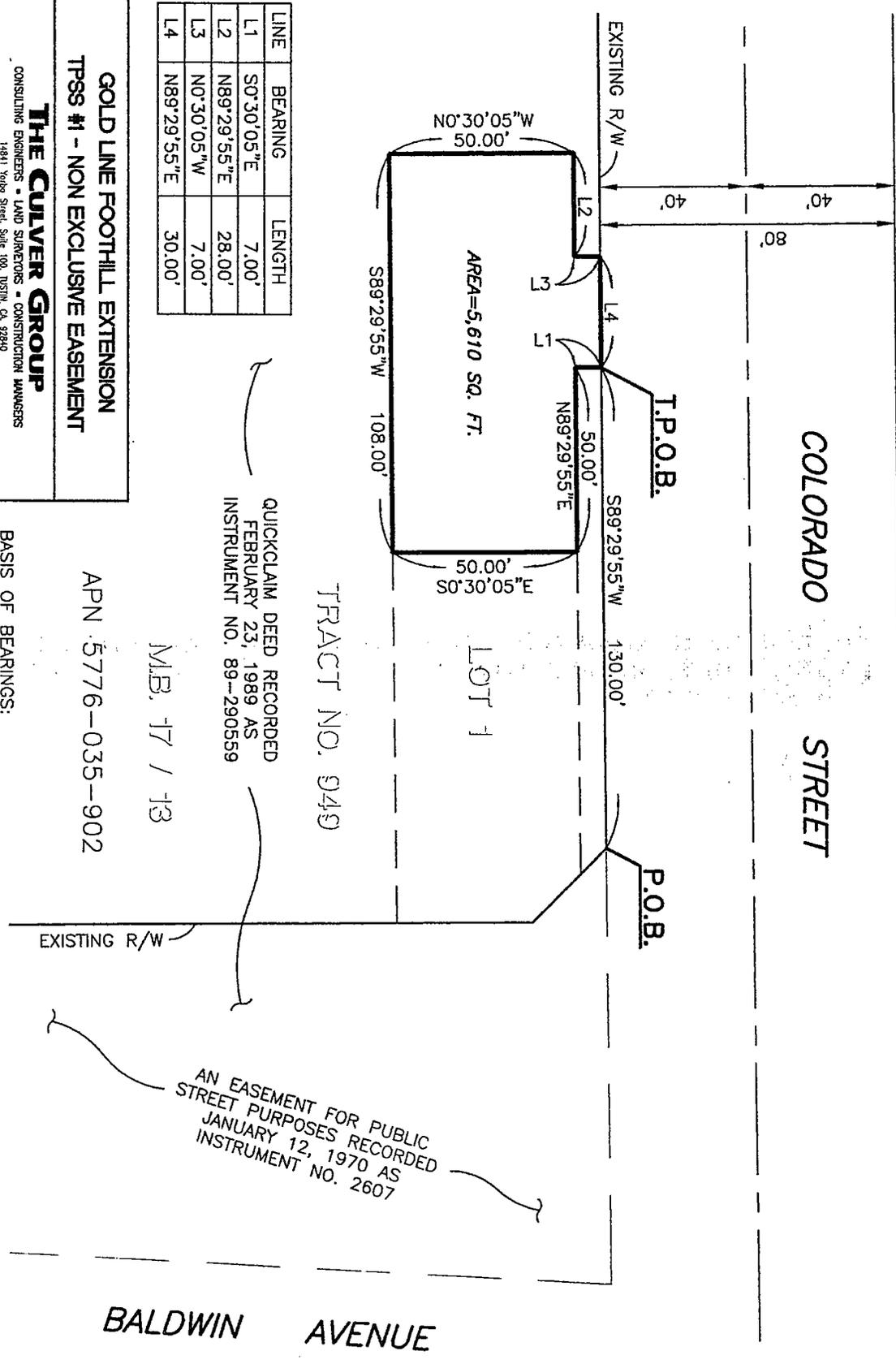
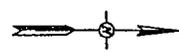
  
\_\_\_\_\_  
GLENN E. CULVER  
L.S. NO. 5420  
EXPIRATION DATE 09/30/12



11/24/2010  
DATE

**EXHIBIT 'B'**  
 IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES,  
 STATE OF CALIFORNIA

COLORADO STREET



LINE	BEARING	LENGTH
L1	S0°30'05"E	7.00'
L2	N89°29'55"E	28.00'
L3	N0°30'05"W	7.00'
L4	N89°29'55"E	30.00'

**GOLD LINE FOOTHILL EXTENSION**  
**TPSS #1 - NON EXCLUSIVE EASEMENT**

**THE CULVER GROUP**

CONSULTING ENGINEERS - LAND SURVEYORS - CONSTRUCTION MANAGERS  
 14841 Yohe Street, Suite 100, TUSTIN, CA 92680  
 714/399-7330 Fax 714/399-7331

DESIGNED BY: JT  
 CHECKED BY: GC  
 DATE: 11/22/10  
 SCALE: 1" = 40'

APPROVED ON 11/22/10  
 BY: GLENN E. CULVER  
 LS NO. 5420 EXP. 08/30/12

JOB NO.: 14110101  
 SHEET 1 OF 1

QUICKCLAIM DEED RECORDED  
 FEBRUARY 23, 1989 AS  
 INSTRUMENT NO. 89-290559

M.B. 17 / 13

APN 5776-035-902

TRACT NO. 949

BASIS OF BEARINGS:  
 THE BEARING NORTH 89°29'55" EAST OF THE CENTERLINE OF COLORADO STREET AS SHOWN ON TRACT NO. 11215 RECORDED IN BOOK 198 PAGES 28 THROUGH 30 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS.

AN EASEMENT FOR PUBLIC STREET PURPOSES RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2607

# **Attachment 4**

**LOS ANGELES COUNTY ARBORETUM  
Right of Entry Permit and License Agreement**

Licensee:

Metro Gold Line Foothill Extension  
Construction Authority  
406 E. Huntington Drive, Suite 202  
Monrovia, CA 91016

Licensor:

County of Los Angeles  
Department of Parks and Recreation  
Authority: L.A.C.C. 2.26.140B(3)  
Expiration Date: See Paragraph 3  
Consideration: See Paragraph 4

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1. **PREMISES:** Licensee, its employees, contractors and agents, after execution of this license by the Director of the Los Angeles County Department of Parks and Recreation ("Director"), is hereby granted permission to enter Los Angeles County Arboretum ("the Park"), located at 301 North Baldwin Avenue, Arcadia, CA 91007, within Areas "A" and "B", shown on Exhibit A, attached, and incorporated into this License.
  - A. Licensee hereby acknowledges the title of Licensor and/or any other public agencies having jurisdiction there over, in and to the Premises, and covenants and agrees never to assail, contest or resist said title.
  - B. Equipment, tools, materials and vehicles are not allowed to remain on the Premises overnight, without security measures such as locked perimeter fencing.
  - C. Licensee acknowledges personal inspection of the Premises and the surrounding area, and has evaluated the extent to which the physical condition thereof will affect Licensee's performance pursuant to the terms of this License, and agrees to make no demands upon Licensor for any improvements or alteration thereof.
  - D. All improvements, also referred to as Betterments, as identified in the Arboretum Improvements Agreement attached to and incorporated herein as Exhibit B, within Areas "A" and "B" made by Licensee in accordance with the terms of this License, after Licensor has issued its "Notice of Acceptance of Betterments", become Licensor's property and maintenance responsibility and Licensee agrees never to assail, contest, or resist said title.
2. **LICENSED USE:** Licensee is permitted to work within Areas "A" and "B". "Work" shall be defined as: removal of asphalt paving; excavation and grading; construction of driveway; installation of gates, fence, grounding grids, conduits, crushed aggregate base, and traction power substation components; and replacement of landscaping and irrigation, as necessary; in accordance with the

Los Angeles County Department of Regional Planning approved site plan documents (RPP201001207/ Project No. R2010-01611), attached to and incorporated herein as Exhibit C.

Licensee shall be responsible for any encroachment onto adjacent property (and or rights-of-way, easements, set-backs or any other legal property restrictions either marked or unmarked) caused by Licensee's Project and for remedying any damages attributable thereto.

3. **TERM:** The term of this License commences when the License is signed by the Director and runs thereafter for a period not to exceed ten (10) years or when Licensee completes its Project, whichever comes first.
4. **CONSIDERATION:** The estimated value of improvements to be provided by the Licensee's Project on the Park is approximately \$61,000. In the event the improvements are not fully completed by Licensee, Licensee agrees to pay Licensor \$61,000 before this License's term expires to fund said Improvements.
5. **CEQA COMPLIANCE:** This project is exempt according to Section 15303 and 15304 of the State CEQA Guidelines because the project involves new construction of small facilities and minor alteration to landscaping.
6. **NOTICES:**

Whenever provision is made for giving written notice, such notice shall be deemed to have been received if it was sent signature requested by mail (or courier or hand delivered) and e-mailed addressed as follows:

To Licensor:  
County of Los Angeles Department of Parks and Recreation  
Attention: Diane Thorne, Administrative Assistant III  
510 South Vermont Avenue, Room 201  
Los Angeles, CA 90020-1975  
[dthorne@parks.lacounty.gov](mailto:dthorne@parks.lacounty.gov)

To Licensee:  
Metro Gold Line Foothill Extension Construction Authority  
Attention: Habib Balian, CEO  
406 E Huntington Drive, Suite 202  
Monrovia, California 91016  
[hbalian@foothillextension.org](mailto:hbalian@foothillextension.org)

or such other place in California as may hereinafter be designated in writing respectively by Licensor or Licensee.

7. **PROJECT ADMINISTRATION:** Licensee is responsible for obtaining all applicable jurisdictional approvals and complying with all applicable federal, state, and local laws, rules, codes, and regulations, and for obtaining, coordinating, and paying for, at no cost to Licensor, all permits, testing, fees, and inspections needed for Licensee's Project, including those that may be required by other County Departments.
- A. "**Licensee**" includes Licensee's employees, agents, contractor(s), and anyone else required under written contract with Licensee to access the Premises.
  - B. "**Contractor**" includes Licensee's prime contractor(s) and their subcontractors of any tier. Licensee's Project shall be implemented by appropriate contractors licensed by the State of California to perform the work of Licensee's Project.
  - C. **Licensor's Regional Agency:** Licensor's Regional Agency has designated Timothy Phillips, Arboretum Superintendent (phone: 626-821-3208); (email: [tphillips@parks.lacounty.org](mailto:tphillips@parks.lacounty.org)) as its representative ("Regional Agency's designated representative") having the following responsibilities: construction document (plans and specifications) approval; field observation and inspection of Licensee's Project; decisions as to whether or not the work was done to a level of quality and workmanship for said representative to notify Licensee that Betterments were constructed to the satisfaction of the Department and there are no outstanding "punch list" items; issuing Licensor's Notice of Acceptance of Betterments; serving as Licensor's contact in the event of an emergency. If the work is unacceptable, within five (5) County business days after inspection, said representative shall provide Licensee with a list of items that need to be corrected. After the items are corrected the Notice of Betterments will be issued, or said notice will be delayed until the items on the list are corrected.
  - D. **Substitutions and Omissions:** Licensee shall submit to Regional Agency's designated representative for final approval, any requests for changes in design, or substitutions to materials or products to those described or indicated on the construction documents, or omitted from the approved construction documents. All substitutions and design changes shall conform to local codes and ordinances.
  - E. **Construction Start:** Under no circumstances is Licensee to start any work (demolition or new construction) without having obtained Licensor's written clearance on documents, after which time Licensee and the Regional Agency's designated representative shall agree upon a mutually acceptable construction start date, and notice shall be provided in writing by the Regional Agency's designated representative of this authorized, actual construction start date.

F. **Project Documents:** Licensee shall provide Licensor (email: [dthorne@parks.lacounty.gov](mailto:dthorne@parks.lacounty.gov)) with the following information and electronic copies of the following documents for their respective reviews and written approvals:

- (1) Plans and specifications;
- (2) Insurance Certificates and Additional Insured Endorsement;
- (3) Executed Performance and Labor & Materials bonds;
- (4) Names, license numbers, business addresses, and phone numbers of any and all of Licensee's contractors who will be entering the Premises;
- (5) Name, phone number, and email address of Licensee's responsible representative, if other than Licensee himself. Licensee's responsible representative shall remain on the Premises during the hours Licensee is on the Premises; have day-to-day responsibility for the project and be Licensee's and contact in the event of an emergency (\_\_\_\_\_);
- (6) Warranty Registration Card (for applicable "Betterment" – warranty must be transferable to the County; and
- (7) Unconditional Waiver and Release Upon Final Payment forms ("Waivers").

**Submit original, signed, wet-ink versions of the bonds (Item 3), Warranty Registration Card (Item 6), and Waivers (Item 7) in accordance with the "Notices" section (Article 6) of this License. The Warranty Registration Card and Waivers shall be submitted prior to Licensor issuing its Notice of Acceptance of Betterments.**

G. **Performance Bond Requirements:** Licensee shall contractually require and ensure that its prime contractor(s) obtain a faithful performance bond in a sum not less than 100% of its (their) contract price(s), for the work associated with this license agreement, so conditioned as to assure faithful performance by contractor of all work, associated with this license agreement, under said contract, within the time limits prescribed, including any maintenance and manufacturer's warranty provisions, in a manner that is satisfactory and acceptable to Licensee and Licensor, that all materials and workmanship supplied by contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one (1) year from the date of Notice of Acceptance of Licensee's Project, contractor shall, at its own expense, make good such defects and failures and make all

replacements and adjustments required, within a reasonable time after being notified by Licensee or Licensor to do so. This bond shall be maintained by contractor in full force and effect during the performance of the work of the contract and for a period of one (1) year after final acceptance of the work by Licensee and Licensor. The performance bond shall name Licensee and Licensor as obligees, be signed by both contractor (as principal) and a solvent surety company authorized by the State of California.

- H. **Payment (Labor and Materials) Bond Requirements:** Licensee shall contractually require and ensure that its prime contractor(s) obtain a payment bond in the sum of not less than 100% of its (their) contract price(s), for work associated with this license agreement, so conditioned as to inure to the benefit of the persons furnishing materials for or performing labor upon the project. This bond shall be maintained by contractor in full force and effect until the project is completed and accepted by Licensee and Licensor, and until all claims for materials, labor and subcontractors are paid. The payment bond shall be signed by both the contractor (as Principal) and a solvent surety company authorized by the State of California.
- I. **Unconditional Waiver and Release Upon Final Payment:** Upon Licensor notifying Licensee in writing that Licensee's Project was constructed to the satisfaction of the Department and there are no outstanding "punch list" items, and prior to Licensor issuing its Notice of Acceptance of Licensee's Project, Licensee shall provide Licensor with fully-executed Waivers from Licensee's contractors in the form prescribed by Civil Code Section 3262 for Unconditional Waiver and Release Upon Final Payment.
8. **INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officials, officers, employees, and agents ("the Indemnified Parties") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), including workers compensation suits or claims arising from or connected with any negligent acts and/or omissions by Licensee or contractor arising from this License. The works, acts, and omissions of Licensee's contractor and agents are deemed to be works, acts and omissions of the Licensee. Licensee shall not be obligated to indemnify Licensor for liability or expense arising from Licensor's gross negligence. Licensee's duty to indemnify Licensor shall survive the expiration or other termination of this License.
9. **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:** Without limiting Licensee's indemnification of Licensor, and in the performance of this License Agreement and until all of its obligations pursuant to this License Agreement have been met, Licensee shall provide and maintain at its own expense, or cause its contractor to provide and maintain at its own expense, insurance coverage

satisfying the requirements specified in Sections 9 and 10 of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensor: Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming Licensor and its Agents (defined below) has been given insured status under the Licensee's General Liability policy, and any cancellations shall be delivered to Licensor pursuant to License sections 6 and 7.F. *Such Certificates or other evidence shall:*

- (1) Specifically identify this Agreement by name (Los Angeles County Arboretum – Metro Gold Line Foothill Extension License) and number (000912).
- (2) Clearly identify all insurance coverage types and limits required in this Agreement and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee or its prime contractor(s). Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions, and list any Licensor required endorsement forms.
- (3) Contain the express condition that the Licensor is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance. Ten (10) days prior notice may be given to Licensor in event of cancellation for non-payment of premium.
- (4) Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") as additional insureds for all activities arising from this Agreement. Licensor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full limits and scope of protection of the Licensee's policy shall apply to the Licensor as an additional insured, even if they exceed the Licensor's minimum insurance requirements herein.

Use of an automatic additional insured endorsement form is acceptable providing it satisfies this and the other insurance requirement provisions herein.

- (5) Show the Licensee's insurance policies, with respect to any claims related to this Agreement, are primary with respect to all other sources of coverage available to Licensee. Any Licensor insurance and self-insurance coverage shall be excess of and not contribute to any Licensee coverage. This may be evidenced by adding a statement to the additional insured endorsement required in item (4), stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the County and the County's insurance and self-insurance coverage are in excess of and non-contributing to the Named Insureds coverage."
  - (6) Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time. Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
  - (7) Licensee also shall promptly report to Licensor any injury or property damage accident or incident, including any injury to a Licensee employee occurring on Licensor property, and any loss, disappearance, destruction, misuse, or theft of Licensor property, monies or securities entrusted to Licensee. Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this agreement, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.
- B. CANCELLATION OF OR CHANGES IN INSURANCE:** Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a

material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

- C. **FAILURE TO MAINTAIN INSURANCE:** Licensee 's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Licensee or pursue Contractor reimbursement.
  
- D. **INSURER FINANCIAL RATINGS:** Coverage shall be placed with insurers acceptable to the Licensor with A.M. Best ratings of not less than A:VII unless otherwise approved by Licensor.
  
- E. **LICENSEE'S INSURANCE SHALL BE PRIMARY:** Licensee's insurance policies, with respect to any claims related to this Lease Agreement, shall be primary with respect to all other sources of coverage available to Licensee. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.
  
- F. **WAIVERS OF SUBROGATION:** To the fullest extent permitted by law, the Licensee hereby waives its rights and its insurer(s)' rights of recovery against Licensor under all the Required Insurance for any loss arising from or relating to this License Agreement. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
  
- G. **SUB-CONTRACTOR INSURANCE COVERAGE REQUIREMENTS:** Licensee shall include all subcontractors as insureds under Licensee's own policies, or shall provide Licensor with each subcontractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the Licensor and Licensee as additional insureds on the subcontractor's General Liability policy. Licensee shall obtain Licensor's prior review and approval of any subcontractor request for modification of the Required Insurance.

- H. **DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS):** Confirm deductibles or self-insured retentions shall not exceed \$25,000. The Licensor retains the right to require the Licensee to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Licensee's retention, or, withhold payment to Licensee in the amount of all or any deductibles/retentions as the Licensor deems appropriate. Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR.
- I. **CLAIMS MADE COVERAGE:** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this License Agreement. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License Agreement expiration, termination or cancellation.
- J. **APPLICATION OF EXCESS LIABILITY COVERAGE:** Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- K. **SEPARATION OF INSUREDS:** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- L. **ALTERNATIVE RISK FINANCING PROGRAMS:** The Licensor reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The Licensor and its Agents shall be designated as an Additional Covered Party under any approved program.
- M. **LICENSOR REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS:** The Licensor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Licensor's determination of changes in risk exposures.

**10. INSURANCE COVERAGES**

- A. **COMMERCIAL GENERAL LIABILITY** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensor and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

- B. **AUTOMOBILE LIABILITY** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** insurance or qualified self-insurance satisfying statutory requirements, such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

**11. OPERATIONAL RESPONSIBILITIES:** During the term of this License, Licensee shall:

- A. Comply with and abide by all applicable rules, regulations and reasonable directions of Licensor; obtain all applicable jurisdictional approvals; comply with all applicable federal, state, and local laws, rules, codes, and regulations; and in the course thereof obtain and keep in effect all permits and licenses required to conduct activities permitted on the Premises.
- B. Maintain the Premises and surrounding area in a safe and sound condition, providing all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety features to prevent vehicular accidents, personal injury, and property damage due to Licensee's activities.

- C. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned hired, leased, or used by Licensee for this license, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of Licensor.
  - D. Repair or replace any and all of Licensor and adjacent property lost, damaged, or destroyed as a result of Licensee's use of the Premises and activities. Should Licensee fail to promptly make repairs or replacements to Licensor's satisfaction, Licensor may have these repairs made at Licensee's sole cost and expense.
  - E. Take the following precautions prior to commencing permitted activities: contact Underground Service Alert (USA) to locate utilities in or near the Premises; review park irrigation/utility plans; walk the Premises and Licensee's access route with Licensor's representative to flag irrigation/utility lines, sprinkler heads, valve boxes, etc.
- 12. INDEPENDENT STATUS:** This license is by and between Licensor and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Licensor and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing or causing to be furnished Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this license.
- 13. EMPLOYEES:** All references to the "Licensee" herein are deemed to include the employees, agents, contractors, and anyone else required under written contract with Licensee to access the Premises or Park.
- 14. LIMITATIONS:** It is expressly understood that in licensing the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the terms and conditions of this license.
- 15. AMENDMENTS:** The Premises, permitted use, and term of this license may be amended upon Licensee's prior written request with said notice to Licensor being given at least five (5) County business days prior to expiration of the term of this license, subject to the Director's discretion. No modification of this License shall be effective unless mutually agreed upon in writing and signed by each party hereto.
- 16. ASSIGNMENT:** This license is personal to Licensee, and any attempt to assign or transfer same in whole or part without Licensor's prior written consent shall immediately terminate all of Licensee's rights hereunder.

17. **AUTHORITY TO STOP:** In the event that an authorized representative of Licensor finds that Licensee's activities on the Premises unnecessarily endanger the health or safety of persons on or near said Premises, the representative may require that this license immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
18. **DEFAULT:** This license may be immediately revoked by Licensor in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given as provided by Section 6 of this license. Failure by Licensor to revoke this license for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.
19. **TERMINATION:** This license may be terminated at anytime without cause for any reason or no reason at all at the option of Licensor by giving 30 days' notice of termination.
20. **RESTORATION OF PREMISES:** Upon any termination of this license, Licensee shall surrender the Premises in a neat and clean condition. Licensee shall, at request of Licensor, complete restoration of the licensed area to its original condition or better prior to termination of this license. Restoration of the Premises shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements made by Licensee or its agents, not identified in Exhibit "B", unless otherwise instructed in writing by Licensor. Licensor shall conduct an inspection of the Premises to determine if restoration has been completed by Licensee. If Licensor determines that restoration has not been completed upon expiration or termination of this license, Licensor may restore said Premises entirely at the risk and expense of Licensee.
21. **COUNTY LOBBYIST ORDINANCE:** Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Licensor may terminate or suspend this license.
22. **ENTIRE AGREEMENT:** This License contains the entire agreement between the parties with respect to the subject matter of this License. Any prior agreement, promise, negotiation or representation not expressly set forth in this License is of no force or effect.
23. **ENFORCEABILITY:** If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- 24. APPLICABLE LAW:** This License shall be governed by and construed in accordance with the laws of the State of California.

(Signature page follows)

**LICENSEE:**

CONSTRUCTION AUTHORITY

By: \_\_\_\_\_  
Habib Balian, CEO

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this license.

Pursuant to Section 2.26.140B (3) of the Los Angeles County Code, this license has been executed on behalf of the County of Los Angeles by the Director of Parks and Recreation on the \_\_\_\_\_ day of \_\_\_\_\_, 2012. Upon approval, a fully executed license bearing original signatures will be mailed to Licensee.

**LICENSOR:**

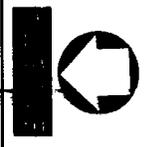
COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Russ Guiney, Director  
Department of Parks and Recreation

**APPROVED AS TO FORM:**

JOHN KRATTLI  
Acting County Counsel

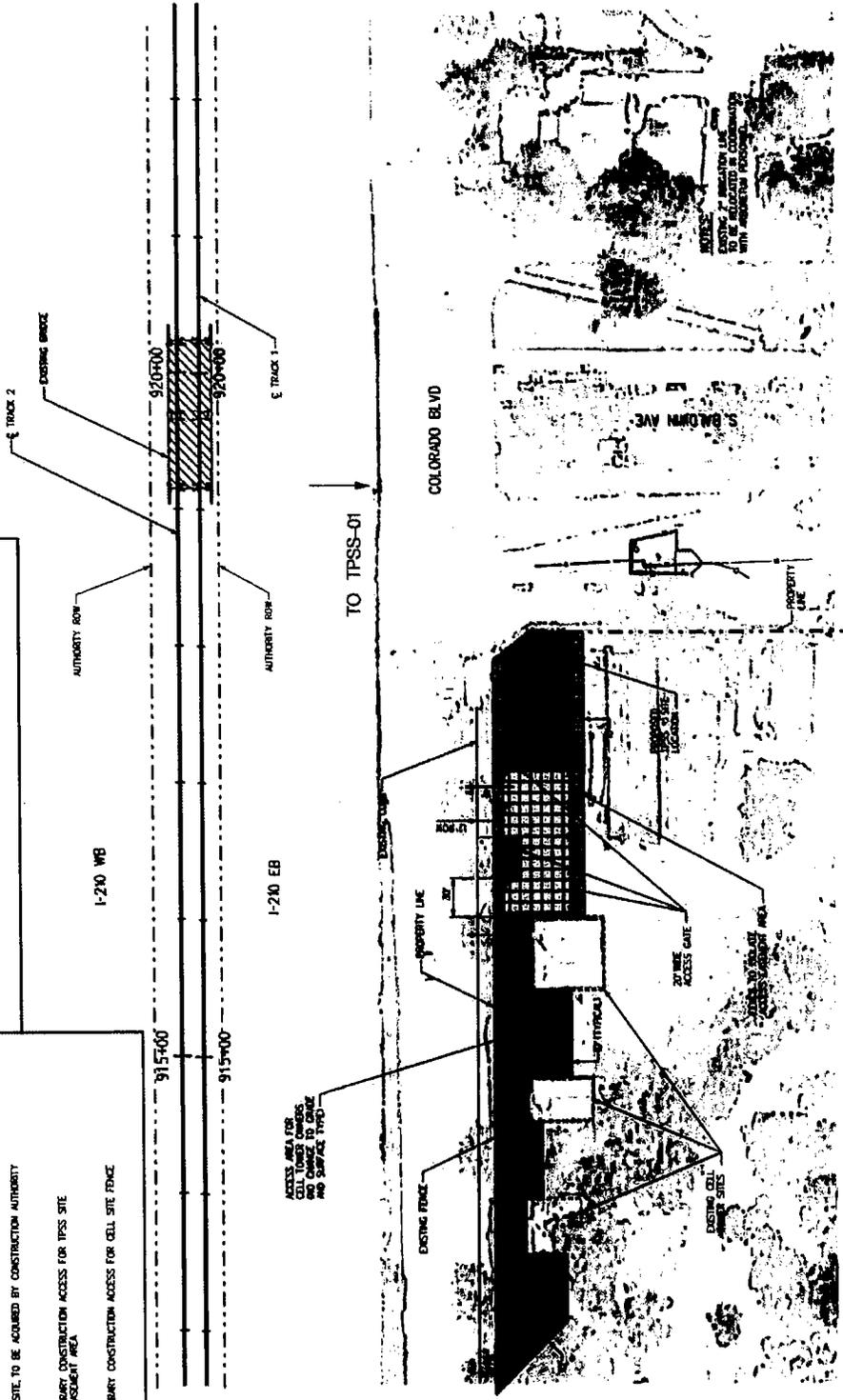
By: \_\_\_\_\_  
Christina A. Salseda  
Principal Deputy County Counsel



**LEGEND:**

- NON-EXCLUSIVE ACCESS EASEMENT AREA TO CELL TOWER OWNERS AND CONSTRUCTION AUTHORITY SURFACE TYPE TO REMAIN
- NON-EXCLUSIVE ACCESS EASEMENT AREA TO CELL TOWER OWNERS AND CONSTRUCTION AUTHORITY OF CONCRETE DRIVEWAY
- TPSS SITE TO BE ACQUIRED BY CONSTRUCTION AUTHORITY
- TEMPORARY CONSTRUCTION ACCESS FOR TPSS SITE AND EASEMENT AREA
- TEMPORARY CONSTRUCTION ACCESS FOR CELL SITE FENCE

- LICENSE AGREEMENT LEGEND:**
- AREA A
  - AREA B



NO.	DATE	DESCRIPTION	BY	CHK.

**NOT FOR CONSTRUCTION**

**HILL International**  
 CELL TOWER CONSTRUCTION  
 LICENSE AGREEMENT

**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**  
**GOLD LINE FOOTHILL EXTENSION PHASE 2A**

**GOLD LINE FOOTHILL EXTENSION**  
 TPSS #1  
 SITE LOCATION

PROJECT NO.  
**TPSS-01-L400**  
 SHEET NO.  
**1**



# EXHIBIT B

Metro Gold Line Foothill Extension  
Construction Authority

406 E. Huntington Drive, Suite 202  
Monrovia, CA 91016-3635

626 471-9050 ph  
626-471-9049 fx

www.foothillextension.org

January 25, 2011

BLCA-3RD-767

**Board Members:**

**Doug Tessitor**  
Chair  
Council Member, 1<sup>st</sup>  
Vice Chair  
Council Member,  
City of Claremont  
Appointee of  
San Gabriel Valley  
Council of  
Governments

**Ed P. Reyes**  
2<sup>nd</sup> Vice Chair  
Council Member,  
City of Los Angeles  
Appointee of  
City of Los Angeles

**Keith Hanks**  
Member  
Council Member,  
City of Azusa  
Appointee of  
City of South  
Pasadena

**John Fasana**  
Member  
Council Member  
City of Duarte  
Appointee of  
Los Angeles County  
Metropolitan  
Transportation  
Authority

**Bill Boggsard**  
Member, Non-Voting  
Mayor,  
City of Pasadena  
Appointee, City of  
Pasadena

**Lara Larramendi**  
Member, Non-Voting  
Governatorial  
Appointee

**Daniel M. Evans**  
Member, Non-Voting  
City of  
South Pasadena  
Appointee, City of  
South Pasadena

**Executive Officer:**

**Habib F. Balian**  
Chief Executive Officer

Mr. Richard Schulhof  
Chief Executive Officer  
Los Angeles County Arboretum & Botanic Garden  
301 North Baldwin Ave  
Arcadia, California 91007

RE: Arboretum Improvements Agreement

Dear Mr. Schulhof:

This letter serves as an agreement between Metro Gold Line Foothill Extension Construction Authority (Authority) and Los Angeles County Arboretum & Botanic Garden at Arcadia (Arboretum) for the design and construction of various improvements at the Arboretum. It is the intent of this agreement that the items set forth below establish the responsibilities of each party. In general terms, the Authority shall be responsible for the design, construction and administration of the improvements identified below and the Authority shall be responsible to pay all costs associated with the improvements.

Metro Gold Line Foothill Extension's Light Rail vehicles will operate by an overhead electrical system powered by Traction Power Substation Sites (TPSS) located throughout the proposed alignment. In coordination with the Arboretum, Los Angeles County Department of Parks and Recreation (LACDPR), and City of Arcadia, the Authority proposes to locate a TPSS at the northeast corner of the Arboretum property, adjacent to Colorado Blvd and the west Baldwin Avenue frontage road; see attached Exhibit TPSS-01-LACO.

Los Angeles County Department of Regional Planning approved Authority's Site Plan Application for the TPSS, on October 28, 2010. A copy of the approval and plans are attached. The plans have been used in reference below, to define the location and scope of each party's responsibilities and improvements.

By this letter of agreement, the parties agree that:

1. Arboretum supports Los Angeles County's sale of the proposed TPSS site/property to Authority, as shown in attached Exhibit TPSS-01-LACO.
2. Arboretum supports Los Angeles County's grant and recordation of an easement to Authority for access to TPSS, as shown in attached Exhibit TPSS-01-LACO.
3. Arboretum supports LACDPR's provision of a License Agreement for temporary construction access to Authority, for access to the TPSS and easement area, as shown in attached Exhibit TPSS-01-LACO.
4. Authority shall install a new access gate including driveway to Colorado Blvd, as shown in Exhibit TPSS-02-LACO.

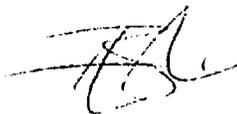
*(with Process) to Director to the Arboretum*  
*RM*  
*SM*  
*2/8/11*

5. Authority shall protect-in-place or replace existing perimeter fence, with Welded Wire Mesh (WWM) fence, per TPSS-04-LACO, as shown in Exhibits TPSS02-LACO. Protection-in-place versus replacement of existing perimeter fence will be determined by Authority, based on impact to fence during construction and coordination with Arboretum. Arboretum reserves the right to request replacement of perimeter fencing with WWM fence from the proposed access gate to Colorado Blvd (Item 4) east to the intersection, then south to the southeast corner of the TPSS.
6. Authority shall install WWM fence to isolate the existing Cell Tower sites from the remainder of the Arboretum property as shown in Exhibit TPSS-02-LACO.
7. Authority shall install an access gate for Arboretum's access to the Cell Tower site area, as shown in Exhibit TPSS-02-LACO.
8. Per the request of Arboretum, Authority shall remove existing asphalt within the easement area (Item 2) when feasible and replace with compacted sub-grade topped with crushed aggregate base.
9. Authority shall replace any perimeter fence landscaping impacted by construction of Items 5 to 8, in-kind or from the plant palate approved by Authority and Arboretum, as shown in Exhibit TPSS-07-LACO.
10. Arboretum supports LACDPR's provision of a License Agreement for temporary construction access to Authority, for the construction of Item 6 above, as shown in Exhibit TPSS-01-LACO.
11. The obligations of Authority in Items 4-9, inclusive, are contingent upon recordation of the deeds conveying to Authority fee title to the property per Item 1 and the easement per Item 2, and execution of the License Agreement described in Item 3, all in form reasonably satisfactory to Authority.

Any dispute between the parties concerning this Agreement, shall be resolved by the Authority's Chief Executive Officer, or his/her designee and the Arboretum's Chief Executive Officer, or his/her designee.

If you are in agreement with the above, please execute this letter where indicated below and return it to me. For your convenience, a duplicate original is enclosed.

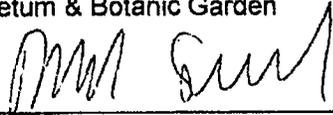
Sincerely,



Habib F. Balian  
Chief Executive Officer

AGREED:

Los Angeles County  
Arboretum & Botanic Garden

By:   
Richard Schulhof  
Chief Executive Officer

Date: 2/8/11

Metro Gold Line Foothill  
Construction Authority

By:   
Habib F. Balian  
Chief Executive Officer

Date: 1-27-11

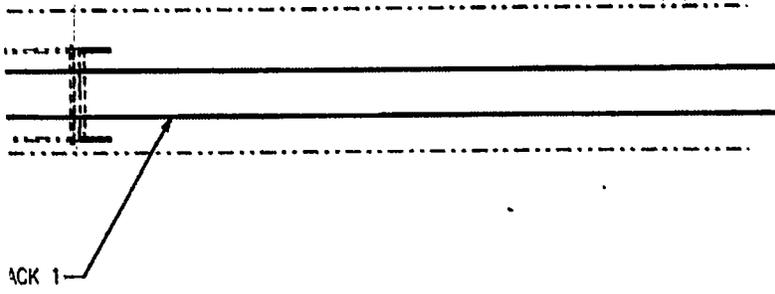
EXHIBIT C

For: Reby H.  
From: Dept. of Regional Planning

**RECEIVED**

NOV 03 2010

**MGL FOOTHILL EXT.  
CONST. AUTHORITY**

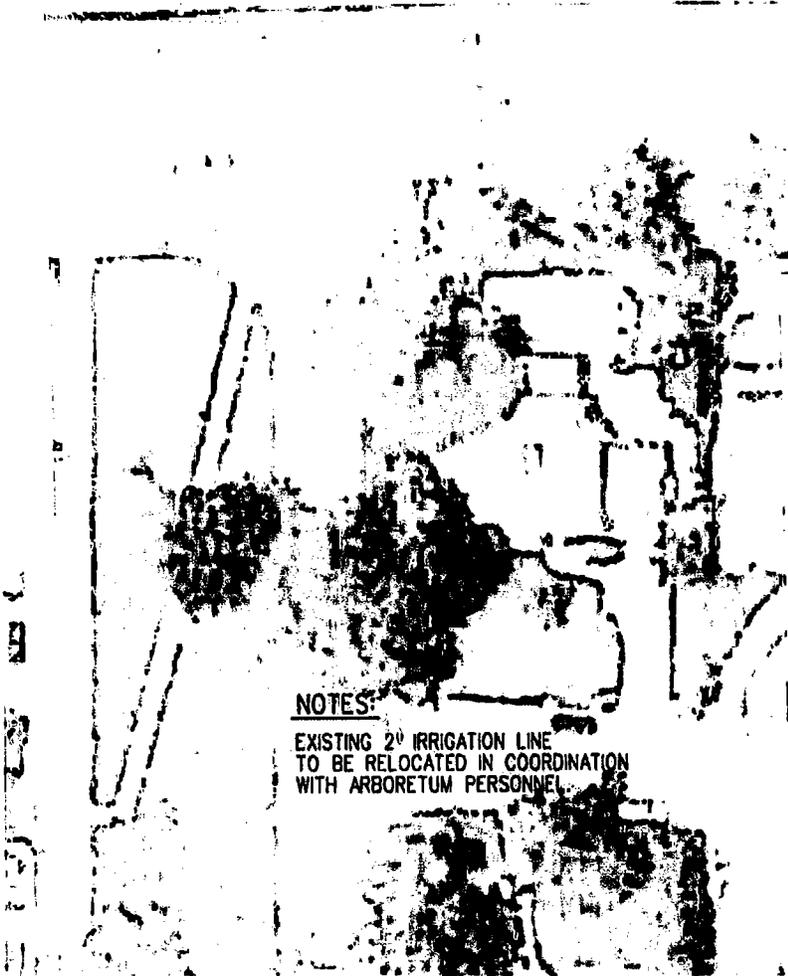


DEPARTMENT OF REGIONAL PLANNING

CASE NUMBER **RPP 201001207**  
**R2010-01611**

This plot plan is APPROVED subject to the requirements of Los Angeles County Code and to the conditions noted herein. It is applicable only to the ordinance requirements or with the approval of the Department of Regional Planning of any County Ordinance.

Signature: *[Signature]*  
Date: **10.28.10**



**NOTES:**  
EXISTING 2" IRRIGATION LINE TO BE RELOCATED IN COORDINATION WITH ARBORETUM PERSONNEL.

**RPP201001207  
PROJECT NO. R2010-01611**

310 N. BALDWIN AVENUE  
ARCADIA, CA 91007

METRO GOLD LINE FOOTHILL EXTENSION

- Pursuant to Title 7, Section 65402 of the California Government Code, the above referenced project is approved for:
    - The installation of a 1-story 5,000 sq. ft. equipment building for a Traction Power Sub-station (TPSS) to store equipment to transform and distribute power for the light rail system and a 152 sq. ft. structure for switch gear at the northeast corner of the Arboretum site.
    - Provide one standard parking space for maintenance vehicle(s).
    - Replace existing 8 ft. high fence with a new 8 ft. high chain link fence as shown on the approved plans.
  - This project must comply with the:
    - Green Building ordinance to the satisfaction of the Department of Public Works;
    - Low Impact Development ordinance to the satisfaction of the Department of Public Works;
    - Drought-Tolerant Landscaping ordinance for all proposed landscaping. The proposed landscaping shall comply with the following requirements:
      - A minimum of 75% of all new landscaping must be drought-tolerant;
      - Grass/turf: maximum 25% of all landscaping; maximum total 5,000 sq. ft. area; must be water efficient; minimum 5 ft. width and
      - Group plants with similar watering needs.
  - This project is exempt from recording a Drought-Tolerant Landscaping Covenant on the property while the site is under county ownership and operated by a county agency.
  - Maintain height and setbacks as shown on the approved plans.
  - Obtain approvals from Los Angeles County Public Works.
- Approved: October 28, 2010  
Expires: October 28, 2012  
Approved by: Carmen Salnz



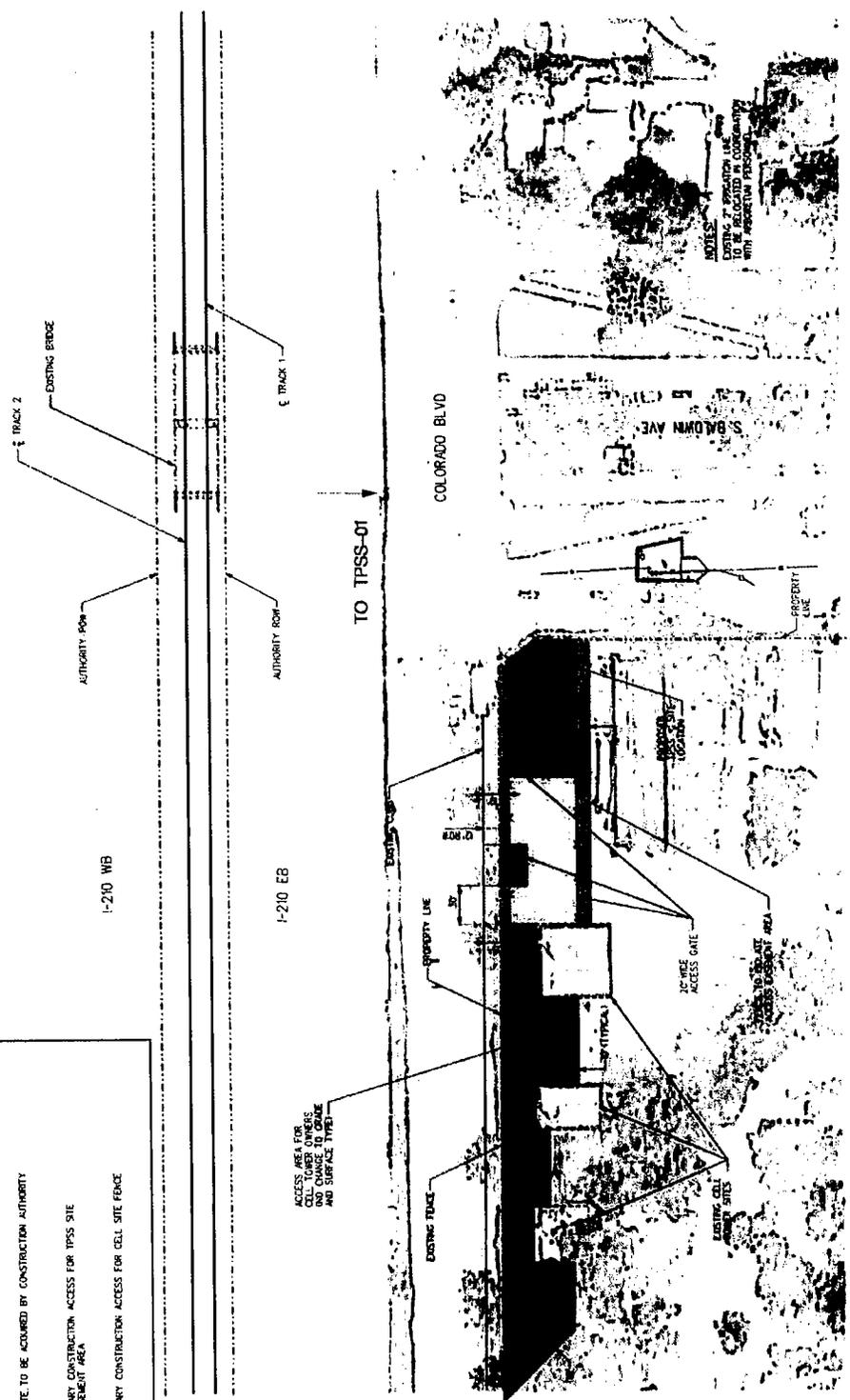
APPENDIX COPY

<b>RITY</b>	<b>GOLD LINE FOOTHILL EXTENSION</b>	DRAWING NO	
		TPSS-01-LACO	
		SHEET NO	
	<b>TPSS #1 SITE LOCATION</b>	REV	<b>B</b>



**LEGEND:**

	NON-EXCLUSIVE ACCESS EASEMENT AREA TO CELL TOWER OWNERS AND CONSTRUCTION AUTHORITY (SURFACE TYPE TO REMAIN)
	NON-EXCLUSIVE ACCESS EASEMENT AREA TO CELL TOWER OWNERS AND CONSTRUCTION AUTHORITY (CONCRETE DRIVEWAY)
	TPSS SITE TO BE ACQUIRED BY CONSTRUCTION AUTHORITY
	TEMPORARY CONSTRUCTION ACCESS FOR TPSS SITE AND EASEMENT AREA
	TEMPORARY CONSTRUCTION ACCESS FOR CELL SITE FENCE



PROJECT NO.	TPSS-01-LACO
DATE	B

**GOLD LINE FOOTHILL EXTENSION**  
TPSS #1  
SITE LOCATION

**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**  
GOLD LINE FOOTHILL EXTENSION PHASE 2A



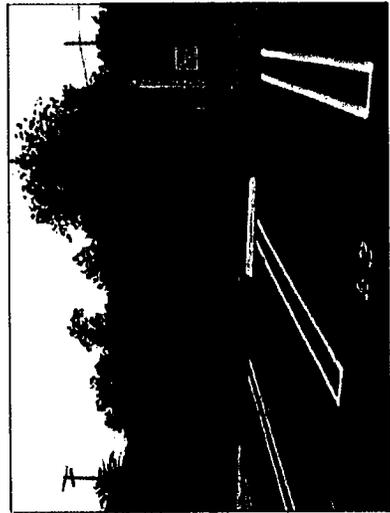
DATE	ISS. / REV.
NOT FOR CONSTRUCTION	







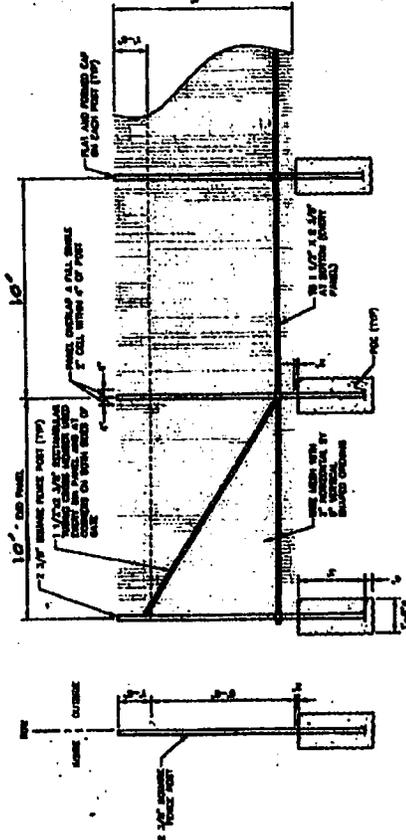
FENCE & GATE



FENCE WITH LANDSCAPE FOR PERIMETER

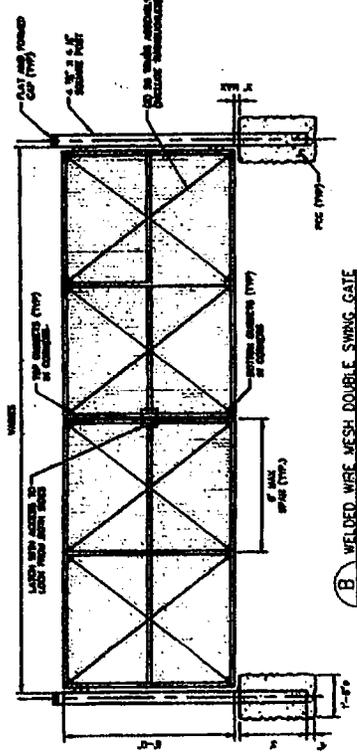


GATE



A WELDED WIRE MESH FENCE  
SCALE: 1/4" = 1'-0"

- NOTES:
1. THE MESH SHALL BE TYPICAL, NOT STIFFER THAN SPECIFIED BY THE MANUFACTURER, AND BE APPROVED LOCAL.
  2. THE MESH SHALL BE TYPICAL, NOT STIFFER THAN SPECIFIED BY THE MANUFACTURER, AND BE APPROVED LOCAL.
  3. THE MESH SHALL BE TYPICAL, NOT STIFFER THAN SPECIFIED BY THE MANUFACTURER, AND BE APPROVED LOCAL.
  4. THE MESH SHALL BE TYPICAL, NOT STIFFER THAN SPECIFIED BY THE MANUFACTURER, AND BE APPROVED LOCAL.

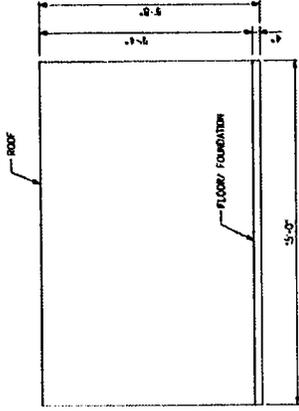


B WELDED WIRE MESH DOUBLE SWING GATE  
SCALE: 1/4" = 1'-0"

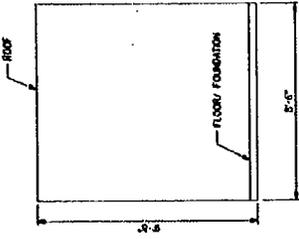
<p>Hill International 445 UNIVERSITY AVENUE ANN ARBOR, MICHIGAN 48106</p>		<p>METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY GOLD LINE FOOTHILL EXTENSION PHASE 2A</p>	
<p>PROJECT NO. TPSS-04-LACO</p>		<p>DATE: 04</p>	
NO.	DATE	REV.	DATE



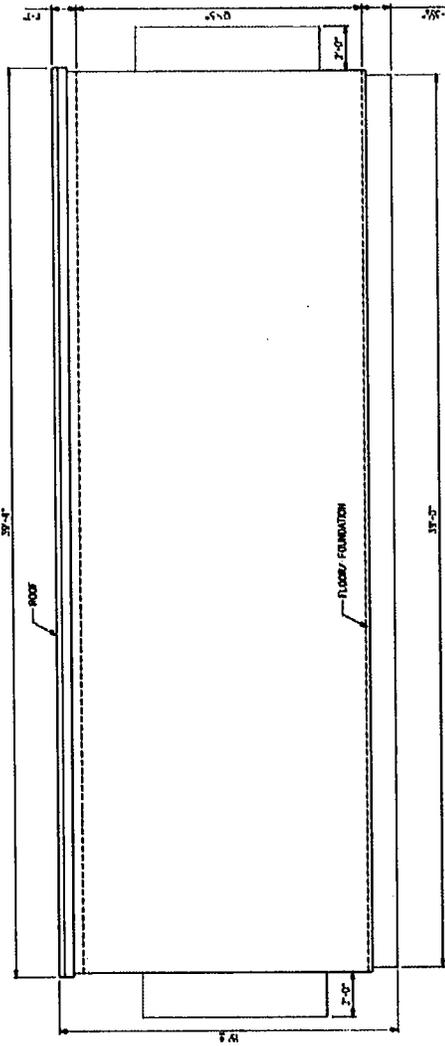
SUBSTATION & SWITCH GEAR



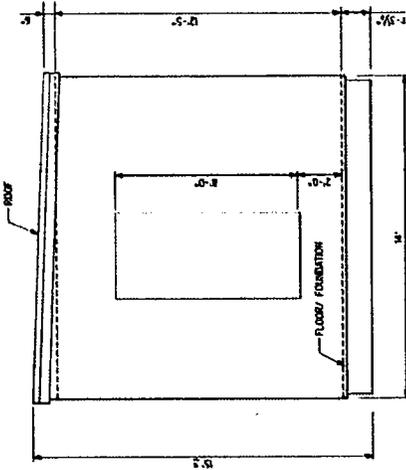
SWITCH GEAR  
FRONT ELEVATION



SWITCH GEAR  
SIDE ELEVATION



SUBSTATION - FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



SUBSTATION - SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

NO.	DATE	DESCRIPTION	BY	CHK



METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY  
GOLD LINE FOOTHILL EXTENSION PHASE 2A

GOLD LINE FOOTHILL EXTENSION  
TPSS DETAILS

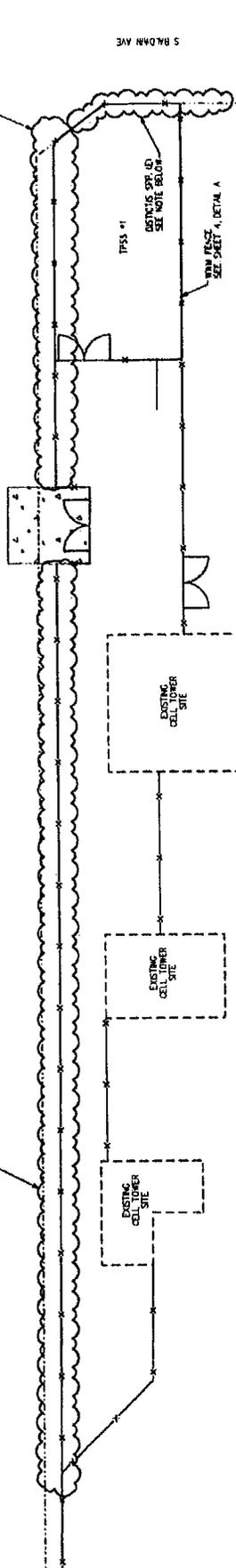
PROJECT NO.	TPSS-05-LACO
DATE	08



COLORADO BLVD

NEW PLANTER (E)  
SEE NOTE BELOW

NEW PLANTER (E)  
SEE NOTE BELOW



S BALDWIN AVE

TIPPS #1  
SEE NOTE BELOW

NEW FENCE  
SEE SHEET A, DETAIL A

**NOTES:**

WHEN IMPACTED, EXISTING NEREM OLEANDER HEDGE  
DISTRICTS SHIP VINE TO BE REPLACED IN 100% OR FROM  
PLANTING LA COUNTY BUDGET TOLERANT APPROVED  
PLANTS

**VERTICAL SCREEN PLANTINGS:**

- METROCELES ARBUTIFOLIA
- FRAXINUS CALIFORNICA
- BRUNIA INTERMEDIA
- MAEILLIANA CALIFORNICA

**USES:**

- LOMBARDIA PERSEA
- PARROTULUS TRICOLORATA

**LOS ANGELES COUNTY**

**DROUGHT-TOLERANT LANDSCAPING REQUIREMENTS**

MINIMUM 75% OF ALL LANDSCAPING MUST BE DROUGHT-TOLERANT

**GRASS / TURF:**

- MAXIMUM 25% OF ALL LANDSCAPING
- MUST BE WATER EFFICIENT
- MAXIMUM 5 FEET WIDTH
- COVERAGE REQUIRED BY TORP WATERING NEEDS



NO.	DATE	REV.	BY



**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**  
**GOLD LINE FOOTHILL EXTENSION PHASE 2A**

**GOLD LINE FOOTHILL EXTENSION**  
**LANDSCAPE PLAN**

PROJECT NO.  
IPSS-07-LAGO  
DATE



# **Attachment 5**

## ARBORETUM SALE AND PURCHASE AGREEMENT

This Arboretum Sale and Purchase Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the Metro Gold Line Foothill Extension Construction Authority ("Buyer" or "Authority"), a public body, corporate and politic, and the County of Los Angeles ("Seller" or "County") a body politic and corporate, pursuant to Government Code Section 25365, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

A. The surplus real property being conveyed is comprised of a fee parcel ("Fee Parcel") and an access easement ("Easement") located within the Los Angeles County Arboretum, collectively referred to as the "Property" and more particularly described as follows:

B. Fee Parcel

The Fee Parcel being conveyed consists of approximately 4,916 square feet of land located in the City of Arcadia, legally described on the attached Exhibit "A" and depicted in Exhibit "B". Exhibit "A" and Exhibit "B" are incorporated herein by this reference.

C. Easement

The Easement being conveyed consists of the non-exclusive right to ingress and egress across 5,610 square feet of land located adjacent to the Fee Parcel. Seller shall convey to Buyer the non-exclusive Easement to access the Fee Parcel in substantially the form attached hereto as Exhibit "C", incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, the parties hereto agree as follows:

1. **Use.** Buyer intends to develop, operate and maintain the Property with electrical improvements related to Buyer's public rail transit project.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is Three Hundred One Thousand One Hundred Nineteen and NO/100 Dollars (\$301,119.00), to be paid in one lump-sum payment and deposited into escrow fourteen (14) business days after approval of the transaction contemplated hereby by the Board of Supervisors in accordance with Section 4 hereof. The Purchase Price is to be payable by Buyer to Seller as follows:

A). One Hundred Ninety One Thousand Seven Hundred Twenty Four and NO/100 Dollars (\$191,724.00) for the Fee Parcel.

B). One Hundred Nine Thousand Three Hundred Ninety Five and NO/100 Dollars (\$109,395.00) for the Easement.

**3. Costs.** All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, escrow, recording and any other miscellaneous customary charges and fees.

**4. Conveyance and Closing Date.** The date on which the deeds for the Fee Parcel and Easement are recorded shall be referred to hereinafter as the "Closing Date." At least one (1) day before the Closing Date, County shall deposit into Escrow the Easement Deed ("Easement Deed") and a Quitclaim Deed attached hereto as Exhibit "D", and incorporated herein by this reference, duly executed and authorized by County, subject to:

- A) all non-delinquent taxes, interest, penalties and assessments of record, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;
- C) Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
- D) The condition that Buyer has caused to be constructed the improvements required by Seller in accordance with the Letter Agreement and License Agreement (as defined in Section 6 hereof) and said improvements have been approved in writing by the County of Los Angeles Department of Parks and Recreation. If any Improvements that are required by Seller in said Letter Agreement have not been completed and approved by Seller within five (5) years after execution of this Agreement, Buyer will reimburse the County the full costs of the Improvements as stated in Section 6 of this Agreement.
- E) In the event Buyer no longer requires use of the Property, Seller shall have the right of first refusal to purchase the Fee Parcel at the fair market value, to be jointly determined by Buyer and Seller.

**5. Property Access.**

Seller consents to allow access to Buyer, its successors and assigns, and its and their contractors, agents and employees to the Property prior to the Closing Date

for the purposes of grading, fencing, landscaping, installing, and/ or any additional site work related to Buyer's transit project in accordance with the Letter Agreement.

**6. Reimbursement for Park Improvements.** Buyer acknowledges that as additional consideration for the purchase of the property, Buyer will construct improvements (collectively, the "Improvements") on the County's property and obtain acceptance and approval of the Improvements by the Los Angeles County Department of Parks and Recreation in accordance with the Letter Agreement dated January 25, 2011, attached hereto as Exhibit "E", ("Improvements"). Exhibit "E" is incorporated herein by this reference. In the event the Improvements are not installed by Buyer and approved by the County within five (5) years from the approval of this Agreement by the County of Los Angeles Board of Supervisors, Buyer will reimburse the County the full costs of the Improvements in the amount of Sixty One Thousand Seventy Five and NO/100 Dollars (\$61,075.00). Said funds encompass the total cost of the Improvements to be installed on the Property by Buyer as stated in the Engineer's Cost Estimate attached hereto as Exhibit "F".

**7. Escrow.** Upon Seller's Board of Supervisors approval of this Agreement, the parties shall open an escrow ("Escrow") with Chicago Title Company located at 700 S. Flower St., # 800, Los Angeles, CA Escrow# \_\_\_\_\_, ("Escrow Holder"), and this Agreement shall constitute the basic instructions for the purpose of consummating the transaction contemplated by this Agreement. The parties hereto agree to do all acts necessary to close this Escrow with respect to the Property within 30 days after the satisfaction of the Conditions Precedent with respect to the Property (the "Closing Date").

**8. Execution of Additional Escrow Documents.** The parties shall execute and deliver to Escrow Holder, within five (5) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

**8.1. Buyer's Conditions to Closing.** Buyer's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's delivery of the Quitclaim Deed and Easement Deed to Escrow Holder; and (ii) Seller's representations, warranties and covenants being true and correct as of the Closing Date. Upon non-satisfaction of any one of the above conditions, Buyer shall allow Seller an opportunity to cure by any reasonable method; if the Seller fails to cure, Buyer may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Buyer does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing Date.

**8.2 Seller's Conditions to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board of Supervisors' approval of the sale of the Property; (ii) Buyer's deposit of the Purchase Price into Escrow no later than five (5) business days after approval of the purchase by the Board of Supervisors; (iii) and Buyer's representations, warranties and covenants being true and correct as of the Closing Date. Upon non-satisfaction of any one of the above conditions, Seller shall allow Buyer a reasonable opportunity to cure by a reasonable method; if Buyer fails to cure, Seller may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

**9. Title.** Buyer understands that the Property is being sold "as is" without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

**10. Recording.** Seller shall prepare the Quitclaim Deed and Easement Deed indicating title to the Property to be vested in the name of the Buyer as follows: Metro Gold Line Foothill Extension Construction Authority, a public body, corporate and politic, and shall cause the Quitclaim Deed and Easement Deed to be deposited into escrow and be recorded by County in the official records of the Registrar/Recorder, County of Los Angeles ("Recorder").

**11. Delivery of Deeds.** Escrow shall transmit to Buyer a copy of the Quitclaim Deed and Easement Deed stamped by the Los Angeles County Recorder. The original Quitclaim Deed and Easement Deed shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 15 hereof.

## **12. Condition of the Property.**

- A) Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B) Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C) Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D) Buyer waives any and all claims, caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by or related to any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase.

**13. Possession/Risk of Loss.** All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

**14. Brokerage Commission.** Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from

any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

- 15. Conflicts.** In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.
- 16. Assignment.** Buyer shall be permitted to assign all of its rights described herein to the Los Angeles County Metropolitan Transportation Authority upon written notice to Seller; and Buyer shall provide Seller with a copy of such assignment. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.
- 17. Notices.** All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles  
Chief Executive Office  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Chris Montana, Manager  
Property Management

With a copy to:  
Department of Parks and Recreation  
Attention: James Barber, Planning Division  
510 South Vermont Avenue  
Los Angeles, CA 90020

Buyer: Metro Gold Line Foothill Extension  
Construction Authority  
406 E. Huntington Drive, Suite 202  
Monrovia, CA 91016  
Attention: Jerry Sims

With a copy to:

Regina N. Danner, Esq.  
Richards, Watson & Gershon  
355 S. Grand Avenue, 40<sup>th</sup> Floor  
Los Angeles, CA 90071

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

18. **Time is of the Essence.** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
19. **Seller's Remedies.** In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.
20. **County Lobbyist Ordinance.** Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
21. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
22. **Binding on Successors.** Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
23. **California Law.** This Agreement shall be construed in accordance with the internal laws of the State of California.
24. **Waivers.** No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
25. **Captions.** The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way

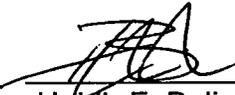
affect this Agreement.

26. **No Presumption Re: Drafter.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any part to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
27. **Assistance of Counsel.** Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.
28. **Required Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.
29. **Power and Authority.** The parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.
30. **Survival of Covenants.** The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.
31. **Interpretation.** Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
32. **Entire Agreement.** This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

**METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY, A PUBLIC  
BODY, CORPORATE AND POLITIC**

By:   
Habib F. Balian,  
Chief Executive Officer

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

**COUNTY OF LOS ANGELES**

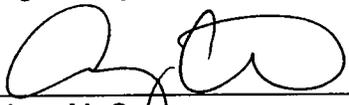
ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the Board  
of Supervisors

By: \_\_\_\_\_  
Zev Yaroslavsky  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
Acting County Counsel

By   
Amy M. Caves  
Senior Deputy

# EXHIBIT "A" TO SALE AND PURCHASE AGREEMENT

## EXHIBIT 'A'

### TPSS #1 SITE

THAT PORTION OF LOT 1 OF TRACT NO. 949, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CITY OF ARCADIA, RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2607 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 45°30'07" EAST ALONG THE WESTERLY LINE OF ABOVE MENTIONED PARCEL 9.90 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 45°30'07" EAST 18.38 FEET; THENCE SOUTH 0°30'07" EAST 37.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 57.00 FEET FROM THE NORTHERLY LINE OF THE PARCEL LAND DESCRIBED IN THE DEED RECORDED FEBRUARY 23, 1989 AS INSTRUMENT NO. 89-290559 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE LEAVING SAID WESTERLY LINE SOUTH 89°29'55" WEST ALONG SAID PARALLEL LINE 100.00 FEET; THENCE NORTH 0°30'05" WEST 50.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 7.00 FEET FROM THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN INSTRUMENT NO. 89-290559; THENCE NORTH 89°29'55" EAST ALONG SAID PARALLEL LINE 87.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 4,916 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY DIRECTION

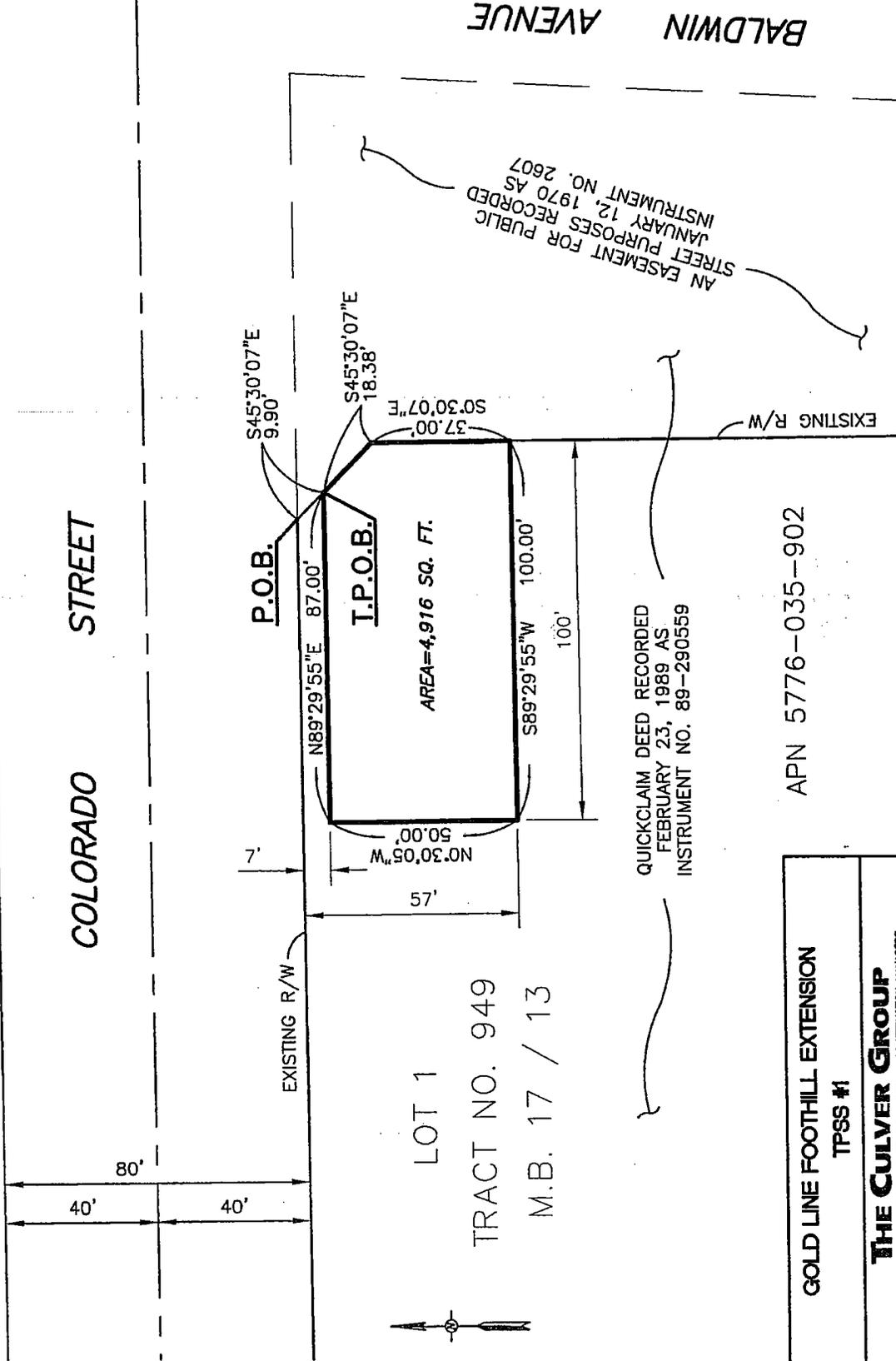
  
\_\_\_\_\_  
GLENN E. CULVER  
L.S. NO. 5420  
EXPIRATION DATE 09/30/12



10/12/2010  
DATE

**EXHIBIT "B"**  
**TO PURCHASE AND SALE AGREEMENT**

**EXHIBIT 'B'**  
IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA



**BASIS OF BEARINGS:**  
THE BEARING NORTH 89°29'55" EAST OF THE CENTERLINE OF COLORADO STREET AS SHOWN ON TRACT NO. 11215 RECORDED IN BOOK 198 PAGES 28 THROUGH 30 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS.

APN 5776-035-902

<b>GOLD LINE FOOTHILL EXTENSION</b>	
TPSS #1	
<b>THE CULVER GROUP</b>	
CONSULTING ENGINEERS • LAND SURVEYORS • CONSTRUCTION MANAGERS 14841 Topco Street, Suite 100, TUSTIN, CA 92840 714/389-7330 Fax 714/389-7331	
DESIGNED BY: JKT	JOB NO.: 1H10101
CHECKED BY: GC	BY: GLENN E. CULVER
DATE: 9/09/10	SHEET 1 OF 1
SCALE: 1" = 40'	LS NO. 5420 EXP. 09/30/10

**EXHIBIT "C"**  
**TO PURCHASE AND SALE AGREEMENT**

RECORDING REQUESTED BY: .  
County of Los Angeles .  
AND MAIL TO: .  
Metro Gold Line Foothill Extension .  
Construction Authority .  
406 E. Huntington Drive, Suite 202 .  
Monrovia, CA 91016 .  
Attention: Jerry Sims .

\_\_\_\_\_ Space above this line for Recorder's use \_\_\_\_\_

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 5776-035-902 (portion)

**ACCESS EASEMENT**

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES** ("Grantor and/ or County") does hereby grant to the Metro Gold Line Foothill Extension Construction Authority ("Buyer" or "Authority"), a public body, corporate and politic ("Grantee") this non-exclusive easement ("Easement") outlining the obligations of the Grantee to maintain the easement, together with the right to construct, operate and use the Easement for ingress and egress and temporary parking purposes, and no other purposes, in and across the real property in the City of Arcadia, County of Los Angeles, State of California, legally described in Exhibit A (the "Property") and depicted in Exhibit B. Exhibit A and Exhibit B are incorporated herein by this reference. Construction shall include the following "Improvements:" grading, surface improvements, fencing, gates, driveway, landscaping and irrigation, as necessary.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this Easement agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. It is expressly understood that the Grantor will not be called upon to repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement and that Grantee, upon completion of the initial installation and any subsequent repair to or replacement of the Improvements, shall be solely responsible for repairing, reconstructing, and restoring the existing driveway and landscaped areas in a manner satisfactory to Grantor.
- c. Grantee agrees that it will indemnify and hold harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement. Grantee shall not be obligated to indemnify Grantor for any liability and expense arising from the active negligence of Grantor.
- d. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- e. Grantee acknowledges that no surface rights are herein created except the right to temporarily park and to ingress and egress in, on, over and across the Property to be improved by Grantee

- for the initial installation, periodic use, maintenance, repair, and/ or replacement of the Improvements installed on the Property. In no event shall Grantee construct or place obstructions or impede Grantor's access to the Property.
- f. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted, provided that said purposes do not interfere with or limit Grantee's ability to construct, maintain, and/or repair the Improvements.
  - g. The express condition that if said Improvements are not constructed on the Property within five years of the execution of this Easement by Grantor, or if said Improvements are not constructed in a manner satisfactory to Grantor, this Easement shall automatically terminate whereupon Grantee shall immediately provide Grantor with a quitclaim deed relinquishing its rights in this Access Easement, and Grantee shall be financially responsible for removing the Improvements and restoring the Property to a condition satisfactory to Grantor.
  - h. In the event Grantee no longer requires access or temporary parking over the Easement area, this Easement shall automatically terminate, without the necessity for Grantor to take any further action. Thereafter, Grantee shall have no further rights pursuant to this Easement and Grantee shall be financially responsible for removing the Improvements and restoring the Property to a condition satisfactory to Grantor.
  - i. Grantor expressly understands and agrees that upon the completion of Phase 2A of the Metro Gold Line Foothill Extension light rail project ("Project"), Grantee will assign all of its rights and obligations under the terms of this Easement to the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

Pursuant to Chapter 2.08.162 of the Los Angeles County Code, this Easement has been executed on behalf of Grantor by the Chairman of the County of Los Angeles on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF LOS ANGELES**

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the Board  
of Supervisors

By: \_\_\_\_\_  
Zev Yaroslavsky  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to Form  
ANDREA SHERIDAN ORDIN  
COUNTY COUNSEL

\_\_\_\_\_  
Deputy

**EXHIBIT 'A'**

**TPSS #1 NON EXCLUSIVE EASEMENT**

THAT PORTION OF LOT 1 OF TRACT NO. 949, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CITY OF ARCADIA, RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2607 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED RECORDED FEBRUARY 23, 1989 AS INSTRUMENT NO. 89-290559 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF COLORADO STREET, 80 FEET WIDE, SOUTH 89°29'55" WEST 130.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 0°30'05" EAST 7.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 7.00 FEET FROM SAID SOUTHERLY LINE; THENCE NORTH 89°29'55" EAST ALONG SAID PARALLEL LINE 50.00 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 0°30'05" EAST 50.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 57.00 FEET FROM SAID SOUTHERLY LINE OF COLORADO STREET; THENCE SOUTH 89°29'55" WEST ALONG SAID PARALLEL LINE 108.00 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 0°30'05" WEST 50.00 FEET TO SAID SOUTHERLY 7.00 FEET PARALLEL LINE; THENCE NORTH 89°29'55" EAST ALONG SAID PARALLEL LINE 28.00 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 0°30'05" WEST 7.00 FEET TO SAID SOUTHERLY LINE OF COLORADO STREET; THENCE NORTH 89°29'55" EAST ALONG SAID SOUTHERLY LINE 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 5,610 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY DIRECTION

  
\_\_\_\_\_  
GLENN E. CULVER  
L.S. NO. 5420  
EXPIRATION DATE 09/30/12



11/24/2010  
DATE



**EXHIBIT "D"**  
**TO PURCHASE AND SALE AGREEMENT**

RECORDING REQUESTED BY: .  
 County of Los Angeles .  
 AND MAIL TO: .  
 Metro Gold Line Foothill Extension .  
 Construction Authority .  
 406 E. Huntington Drive, Suite 202 .  
 Monrovia, CA 91016 .  
 Attention: Jerry Sims .

Space above this line for Recorder's use \_\_\_\_\_

TAX PARCELS: 5776-035-903 (portion)

**QUITCLAIM DEED**

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.	
Signature of Declarant or Agent determining tax. _____	
<u>COUNTY OF LOS ANGELES</u> Firm Name	

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Seller" or "County of Los Angeles") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

**Metro Gold Line Foothill Extension Construction Authority, a public body, corporate and politic** ("Buyer")

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the City of Arcadia, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and Exhibit B which are incorporated herein by reference as though set forth in full.

**SUBJECT TO AND BUYER TO ASSUME:**

- a. All taxes, interest, penalties, and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The condition that Buyer will cause to be constructed the improvements required by Seller in accordance with the License Agreement issued by the County of Los Angeles Department of Parks and Recreation on \_\_\_\_\_, 2012 and the Sale and Purchase Agreement executed by the Board of Supervisors on \_\_\_\_\_, 2012. If any of the improvements have not been completed by Buyer and approved in writing by the Los Angeles County Department of Parks and Recreation within five (5) years from the commencement date of said License Agreement, Seller shall have the right to reimbursement of the full estimated amount of the cost of the improvements as stated in the Sale and Purchase Agreement.
- d. In the event Buyer no longer requires use of the Property, Seller shall have the right of first refusal to purchase the Property at the fair market value, to be jointly determined by Buyer and Seller.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_

Zev Yaroslavsky  
 Chairman, Board of Supervisors

STATE OF CALIFORNIA) )  
 ) ss.  
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the facsimile signature of \_\_\_\_\_, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_

**APPROVED AS TO FORM:**

ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_  
Deputy

**EXHIBIT 'A'**

**TPSS #1 SITE**

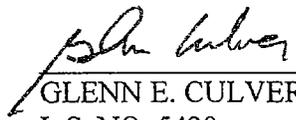
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PREPARED UNDER MY DIRECTION

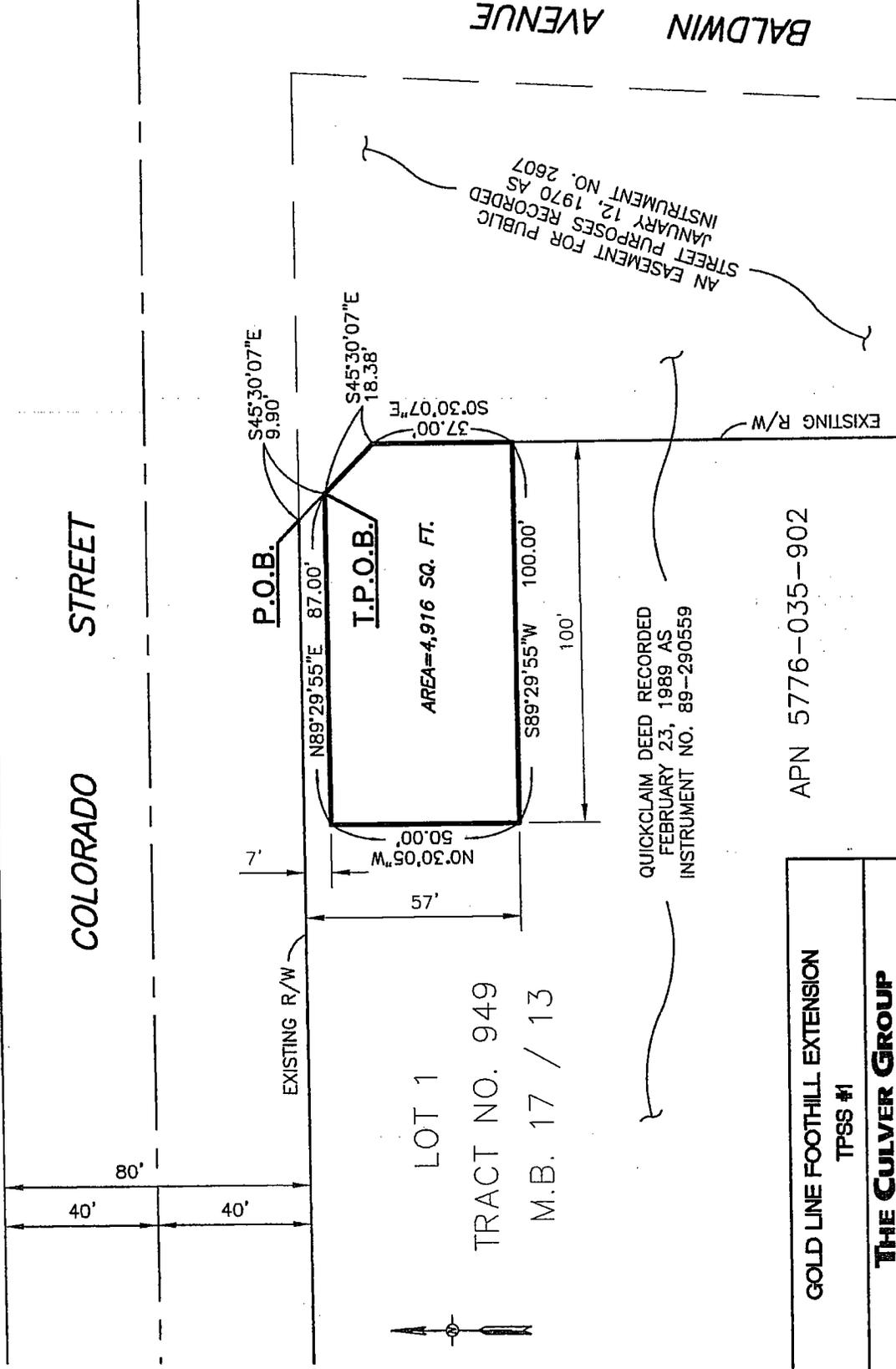
  
\_\_\_\_\_  
GLENN E. CULVER  
L.S. NO. 5420  
EXPIRATION DATE 09/30/12



10/12/2010  
DATE

**EXHIBIT 'B'**

IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA



LOT 1  
TRACT NO. 949  
M.B. 17 / 13

QUICKCLAIM DEED RECORDED  
FEBRUARY 23, 1989 AS  
INSTRUMENT NO. 89-290559

APN 5776-035-902

BASIS OF BEARINGS:  
THE BEARING NORTH 89°29'55" EAST OF THE CENTERLINE OF COLORADO  
STREET AS SHOWN ON TRACT NO. 11215 RECORDED IN BOOK 198 PAGES  
28 THROUGH 30 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF  
LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS.

AN EASEMENT FOR PUBLIC  
STREET PURPOSES RECORDED  
JANUARY 12, 1970 AS  
INSTRUMENT NO. 2607

<b>GOLD LINE FOOTHILL EXTENSION</b>	
TPSS #1	
<b>THE CULVER GROUP</b>	
CONSULTING ENGINEERS • LAND SURVEYORS • CONSTRUCTION MANAGERS	
14611 York Street, Suite 100, Justin, CA 92840	
714/388-7330 Fax 714/388-7331	
DESIGNED BY: KI	APPROVED ON: 9/10/10
CHECKED BY: GC	BY: GLENN E. CULVER
DATE: 9/09/10	JOB NO.: 1H10101
SCALE: 1" = 40'	SHEET 1 OF 1
	LS NO. 5420 EXP. 09/30/10



# EXHIBIT "E" TO PURCHASE AND SALE AGREEMENT

Metro Gold Line Foothill Extension  
Construction Authority

406 E. Huntington Drive, Suite 202  
Monrovia, CA 91016-3633

626-471-9050 ph  
626-471-9049 fx

www.foothillextension.org

January 25, 2011

BLCA-3RD-767

Mr. Richard Schulhof  
Chief Executive Officer  
Los Angeles County Arboretum & Botanic Garden  
301 North Baldwin Ave  
Arcadia, California 91007

**Board Members:**

**Doug Tessitor**  
Chair  
Council Member, 1<sup>st</sup>  
Vice Chair  
Council Member,  
City of Claremont  
Appointee of  
San Gabriel Valley  
Council of  
Governments

**Ed P. Reyes**  
2<sup>nd</sup> Vice Chair  
Council Member,  
City of Los Angeles  
Appointee of  
City of Los Angeles

**Keith Hanks**  
Member  
Council Member,  
City of Azusa  
Appointee of  
City of South  
Pasadena

**John Fasana**  
Member  
Council Member  
City of Duarte  
Appointee of  
Los Angeles County  
Metropolitan  
Transportation  
Authority

**Bill Bogaard**  
Member, Non-Voting  
Mayor,  
City of Pasadena  
Appointee, City of  
Pasadena

**Lara Larramendi**  
Member, Non-Voting  
Gubernatorial  
Appointee

**Daniel M. Evans**  
Member, Non-Voting  
City of  
South Pasadena  
Appointee, City of  
South Pasadena

**Executive Officer:**

**Habib F. Balian**  
Chief Executive Officer

RE: Arboretum Improvements Agreement

Dear Mr. Schulhof:

This letter serves as an agreement between Metro Gold Line Foothill Extension Construction Authority (Authority) and Los Angeles County Arboretum & Botanic Garden at Arcadia (Arboretum) for the design and construction of various improvements at the Arboretum. It is the intent of this agreement that the items set forth below establish the responsibilities of each party. In general terms, the Authority shall be responsible for the design, construction and administration of the improvements identified below and the Authority shall be responsible to pay all costs associated with the improvements.

Metro Gold Line Foothill Extension's Light Rail vehicles will operate by an overhead electrical system powered by Traction Power Substation Sites (TPSS) located throughout the proposed alignment. In coordination with the Arboretum, Los Angeles County Department of Parks and Recreation (LACDPR), and City of Arcadia, the Authority proposes to locate a TPSS at the northeast corner of the Arboretum property, adjacent to Colorado Blvd and the west Baldwin Avenue frontage road; see attached Exhibit TPSS-01-LACO.

Los Angeles County Department of Regional Planning approved Authority's Site Plan Application for the TPSS, on October 28, 2010. A copy of the approval and plans are attached. The plans have been used in reference below, to define the location and scope of each party's responsibilities and improvements.

By this letter of agreement, the parties agree that:

1. Arboretum supports Los Angeles County's sale of the proposed TPSS site/property to Authority, as shown in attached Exhibit TPSS-01-LACO.
2. Arboretum supports Los Angeles County's grant and recordation of an easement to Authority for access to TPSS, as shown in attached Exhibit TPSS-01-LACO.
3. Arboretum supports LACDPR's provision of a License Agreement for temporary construction access to Authority, for access to the TPSS and easement area, as shown in attached Exhibit TPSS-01-LACO.
4. Authority shall install a new access gate including driveway to Colorado Blvd, as shown in Exhibit TPSS-02-LACO.

*(with Process for Directed to the Arboretum)*  
*Reed*  
*2/8/11*

5. Authority shall protect-in-place or replace existing perimeter fence, with Welded Wire Mesh (WWM) fence, per TPSS-04-LACO, as shown in Exhibits TPSS02-LACO. Protection-in-place versus replacement of existing perimeter fence will be determined by Authority, based on impact to fence during construction and coordination with Arboretum. Arboretum reserves the right to request replacement of perimeter fencing with WWM fence from the proposed access gate to Colorado Blvd (Item 4) east to the intersection, then south to the southeast corner of the TPSS.
6. Authority shall install WWM fence to isolate the existing Cell Tower sites from the remainder of the Arboretum property as shown in Exhibit TPSS-02-LACO.
7. Authority shall install an access gate for Arboretum's access to the Cell Tower site area, as shown in Exhibit TPSS-02-LACO.
8. Per the request of Arboretum, Authority shall remove existing asphalt within the easement area (Item 2) when feasible and replace with compacted sub-grade topped with crushed aggregate base.
9. Authority shall replace any perimeter fence landscaping impacted by construction of Items 5 to 8, in-kind or from the plant palette approved by Authority and Arboretum, as shown in Exhibit TPSS-07-LACO.
10. Arboretum supports LACDPR's provision of a License Agreement for temporary construction access to Authority, for the construction of Item 6 above, as shown in Exhibit TPSS-01-LACO.
11. The obligations of Authority in Items 4-9, inclusive, are contingent upon recordation of the deeds conveying to Authority fee title to the property per Item 1 and the easement per Item 2, and execution of the License Agreement described in Item 3, all in form reasonably satisfactory to Authority.

Any dispute between the parties concerning this Agreement, shall be resolved by the Authority's Chief Executive Officer, or his/her designee and the Arboretum's Chief Executive Officer, or his/her designee.

If you are in agreement with the above, please execute this letter where indicated below and return it to me. For your convenience, a duplicate original is enclosed.

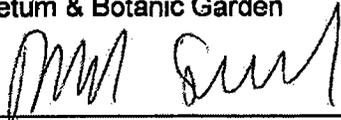
Sincerely,



Habib F. Balian  
Chief Executive Officer

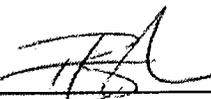
AGREED:

Los Angeles County  
Arboretum & Botanic Garden

By:   
Richard Schulhof  
Chief Executive Officer

Date: 2/8/11

Metro Gold Line Foothill  
Construction Authority

By:   
Habib F. Balian  
Chief Executive Officer

Date: 1-27-11

# EXHIBIT "F" ENGINEER'S ESTIMATE OF IMPROVEMENTS

Hill International

JOB NO.: 6  
 PROJECT: Metro Gold Line - Phase 2A  
 CLIENT: Metro Gold Line Construction Authority  
 M.T.O. BY: Richard Espinosa  
 DATE: 02/14/11  
 EST: 02/14/11  
 Description: Arboresum Low Impact Development  
 PRICED BY: Richard Espinosa  
 DATE: 02/14/11  
 PRINT: 02/15/11  
 Estimate: 30% Estimate  
 CHECKED BY: Richard Espinosa  
 DATE: 02/14/11  
 REV: 01/00/00

DWG REF ACCNT	LOCATION & DESCRIPTION	QTY	UNIT	COST OR M/HOURS PER UNIT				LAB HRS	EQM't \$	SUB \$	Mat'l Other	LABOR	EQM't \$	SUB	UNIT PRICE / ITEM	TOTAL	
				Mat'l	Other	M/H	P.F.										ID
<b>2 Site Construction</b>																	
02200	Grading - Clearing and Grubbing	5,000.00	SF						1.00				5,000		5,000		
02300	Excavation & Compacted Fill	205.00	CY						45.00				9,225		9,225		
02300	Subgrade Preparation	6,300.00	SF						0.50				3,150		3,150		
02630	Stone (3/4")	70.00	CY						30.00				2,100		2,100		
02740	Aggregate Base, Class 2	110.00	CY						50.00				5,500		5,500		
02820	Welded Wire Mesh Fence (6' High)	480.00	LF						45.00				21,600		21,600		
02820	Double Swing Gates (6' High)	3.00	EA						1,500.00				4,500		4,500		
02900	Landscaping & Irrigation	1.00	EA						10,000.00				10,000		10,000		
<b>TOTAL</b>												<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>61,075</b>	<b>61,075</b>